The Solicitors Journal.

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CURRENT TOPICS.

THREE JUDGES of the Court of Appeal will commence on Monday to sit at *Nisi Prius*. Up to Thursday no definite announcement had been made as to which judges will undertake the new duty, nor what portion of the appeal lists will be taken during the assizes by the division of the court then sitting.

IT IS UNDERSTOOD that a table of times, to be inserted in writs for service out of the jurisdiction, within which an appearance is to be entered, will shortly be issued. The increased facilities of communication with all parts of the world have rendered it necessary that the periods which have been hitherto fixed at the discretion of the registrar or master, acting according to the well-understood practice, which is to be found in some of the books of practice, should be authoritatively settled with due regard to present convenience.

IT IS STATED that the Mayor of Ashton-under-Lyne voted for Mr. ADDISON, and declared him to be duly elected, notwithstanding the equality in the number of votes polled for the respective candidates. We believe that the last instance of the return of a member by means of a returning officer's vote under these circumstances occurred at Helston in 1866, when the present Lord ESHER obtained the seat after a petition, and it was afterwards resolved by the House "that, according to the law and usage of Parliament, it is the duty of the sheriff or other returning officer in England, in case of an equal number of votes being polled for two or more candidates at an election, to return all such candidates." The Ballot Act, 1872, however, provides, by section 2, that "where an equality of votes is found to exist between any candidates at an election for a county or borough, and the addition of a vote would entitle any of such candidates to be declared elected, the returning officer, *if a registered elector* of such county or borough, may give such additional vote, but shall not in any other case be entitled to vote at an election for which he is returning officer." As this "additional vote" is the only vote which a returning officer is allowed to give, it cannot accurately be described as a "casting vote" in the sense of a second vote given by the same person.

THE RECENT CASE of *The Metropolitan Railway Co.* v. *Wright* (L. R. 11 App. Cas. 152) in the House of Lords corrects, by the change of a single word, what appears to have been a slip of the reporter in the case of *Solomon* v. *Bitton* (L. R. 8 Q. B. D. 176). According to the report of the latter case, the Court (JESSEL, M.R., BRETT and COTTON, L.JJ.) said that the rule on which a new trial should be granted, on the ground that the verdict was unsatisfactory, as being against the weight of evidence, ought not to depend on the question whether the learned judge who tried the action was or was not dissatisfied with the verdict, or whether he would have come to the same conclusion as the jury, but whether the verdict was such as reasonable men *ought to* have come to. The words "ought to" are now declared by the highest tribunal to be a mistake for "might." "If reasonable men," said Lord HALSBURY, "*might* find (not *ought to*, as was said in *Solomon* v. *Bitton*) the verdict which has been found, I think no court has jurisdiction to disturb a decision of fact which the law has confided to juries, not to judges." It is satisfactory that the erroneous principle enunciated in *Solomon* v. *Bitton* has been corrected; but it may be doubted whether it is gratifying to the litigants who have to pay large bills of costs for the correction of a reporter's error. Still less gratified would they be if they were aware that the error was judicially corrected three years ago; but the case in which the correction was made, although noted in the columns of this journal (27 SOLICITORS' JOURNAL, 593), has never found its way into the authorized reports, and was not cited by the counsel engaged in the later case. On July 7, 1883, referring to the case of *Goddard and Wife* v. *North Metropolitan Tramways Co.*, we stated that Mr. Justice DENMAN, in giving judgment in that case, had said: "In answer to inquiries by some of the judges, Sir GEORGE JESSEL had stated that the report (of *Solomon* v. *Bitton*) was not correct. What was said was, that the rule should depend upon whether the verdict was such as reasonable men *might* have come to." It is much to be regretted that the same publicity was not given to the correction as to the mistake.

MANY OF OUR READERS will see with regret the announcement of the death, on Sunday last, of Mr. T. W. BRAITHWAITE, formerly of the Record and Writ Clerks' Office. Probably a more efficient and obliging officer never existed. Everyone who had business to transact in his branch of the office appealed to him in case of any difficulty, and, from his intimate knowledge of the practice, he attained the position of general referee in all matters of doubt. Many years before his retirement, on a vacancy occurring in the office of Clerk of Records and Writs, the very unusual step was taken by more than fifty of the most eminent firms of solicitors in London of addressing a letter to the then Master of the Rolls, in whose gift the appointment was, calling his attention to the claims of Mr. BRAITHWAITE, and to his thirty years' service, and adding that "nothing would be more gratifying to our branch of the profession, and especially to those members of it who have had personal knowledge of him and of his very valuable services, than his appointment to higher office in the department in which he has served so faithfully and so well." Unfortunately, this appeal was unsuccessful. In 1873 a representation was made to the Lord Chancellor by the council of the Incorporated Law Society with regard to a subsequent appointment to the office of Clerk of Records and Writs, when Mr. BRAITHWAITE had been again passed over, but he never reached the post for which he was so well qualified. His repeated disappointments did not, however, in the least sour him, and he remained, until the close of his forty years' service, the ready helper of all solicitors—and especially young solicitors—who needed assistance in his office. He was for many years a frequent contributor to the columns of this journal, and, on questions arising in his department, our readers constantly obtained the benefit of his unsurpassed knowledge.

NOTHING CAN be more charming than the innocent interest with which certain judges of the Queen's Bench Division approach the consideration of a conveyancing common form. To them it has the combined attractions of novelty and mystery. They do not remember to have seen anything like it before; they must really try to find out what it means. "But why does the man convey 'as beneficial owner'?" an eminent judge is reported to have recently remarked, and his thirst for information was much to be commended. But there sometimes unhappily succeeds a less adorable state of mind. The learned judge is seized with a desire to pull the novel clause to pieces. The thought occurs to him that this very special provision may be ingenious, but is it sound? And, above all, is it sound from a grammatical point of view? Here, it will be observed, the judicial critic is on firm ground. If he has not prepared many drafts, he is, at least, well versed

in grammar. Now, then, for LINDLEY MURRAY. We will proceed to parse the clause. Let us see whether the "moods" are proper; whether the English is good or "very indifferent"; whether, in fact, the draftsman, absorbed in the preparation of this very unusual provision, has forgotten his native language. Most of our readers are acquainted with one of the commonest of common forms of a protected life interest which contains the words "or do or suffer anything whereby the income, if payable to him absolutely, &c., *would* become vested in any other person," or words to that effect. The word "would" occurs both in DAVIDSON and KEY and ELPHINSTONE. Our readers will be interested to find in the issue of the *Law Reports* for the present month (17 Q. B. D. 282), an exhaustive and elaborate disquisition upon, and a painstaking attempt to arrive at the meaning of, this provision, in the course of which Mr. Justice CAVE says: "It is contended that he has done or suffered something 'whereby the income would'—it is not 'might'—'become vested' in someone else. It is difficult to understand what the meaning of that is. It seems to be very indifferent English, and I can only understand it to mean, if he does anything whereby the income 'will' become vested in some other person. . . . It is said that he has done something whereby the income 'might' become vested in some other person, because he has filed a petition in bankruptcy. That, to my mind, is a meaning which the words will not bear. It is not whereby the income 'may' become vested; but 'will' become vested. I cannot put any other construction on 'would' than 'will.' It seems to me an improper mood to have used." May we respectfully enquire whether this last sentence is not somewhat "indifferent English"?

IT MAY BE USEFUL, at the present time, to note some of the leading points decided by the election petition cases tried after the last General Election, and reported in the new part of "O'Malley & Hardcastle," which we recently reviewed. Among them are the following:—A circle instead of a cross invalidates a vote; money paid by a candidate before he has been actually selected need not be included in his election expenses (*Norwich case*; but see *Stepney case*); a recount by the court itself may take place on reasonable grounds; it is illegal to hire persons to keep order at public meetings, although volunteers may be employed for that purpose; it is illegal to give refreshment to "workers"; the giving of a school-feast, in accordance with a usual practice, is not corrupt treating; and it is not an illegal device to issue cards containing a copy of the ballot-paper on which the name of one candidate is printed in very small type and the name of the other in very large type with a cross against it, followed by the words, "Be careful not to sign your voting-paper, nor make any other mark except the cross as shewn above, or your vote will be lost." The disturbance of public meetings which has been so frequent of late gives a special interest just now to the decision that it is illegal to employ paid "chuckers-out." Mr. Justice CAVE, in the *Ipswich case*, went very fully into this point, and laid it down that the keeping of order at meetings was intended to advance the political interest of the candidate by obtaining a hearing for him which he would not otherwise have had, and that expenses incurred on this account were as much election expenses as the expenses of printing and distributing an election address. He added that for the protection of life and limb the expenses might be legally incurred. We think the distinction a sound one, though it may be frequently difficult to draw it in practice. On more points than one the two election judges differed, with the result of maintaining the *status quo*. The most important instance of this arose upon the question in the *Stepney case* whether a name (which was not one of the names on the register) and a cross on the back of the ballot-paper invalidated the vote. Mr. Justice FIELD was for the vote, but Mr. Justice DENMAN was against it, and, "the court being equally divided, the vote stood." Both on principle and on the authority of the famous case of *Woodward* v. *Sarsons* (L. R. 10 C. P. 733), we side with Mr. Justice DENMAN. Mr. Justice FIELD's judgment to the contrary seems to assume it to be more probable that somebody else wrote the name than that the voter did—*i.e.*, to assume negligence or criminality in the officials—whereas the assumption should surely be the other way. Once get rid of this assumption, and it would seem that the mark was made, as Mr. Justice DENMAN puts it, "in such a way as to afford a reasonable possibility of identifying the voter," the real object of the Ballot Act being "to prevent people agreeing together beforehand to something in the nature of a signature by which it may be known afterwards which were their ballot-papers."

A CURIOUS QUESTION seems to have been raised before Mr. Justice WILLS on Monday, in a case of *Cave* v. *Smith*. A lessor gave notice to his lessee, under the usual covenant, to repair within three months after notice. Before the three months had expired, the lessor gave another notice relating to the non-repair, under section 14 (1) of the Conveyancing Act, 1881—which, as we all know, provides that a lessor, before enforcing a right of re-entry or forfeiture for breach of covenant, shall serve on the lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and in any case requiring the lessee to make compensation in money for the breach—and subsequently commenced an action to recover possession for a forfeiture for breach of the covenant to repair. It was contended that the lessor, having elected to give notice under the covenant to repair within three months, could not, before the expiration of the three months, give notice under the Conveyancing Act. The only ground that we can see for this contention is that the notice to repair was a waiver of the forfeiture for non-repair; but *Few* v. *Perkins* (L. R. 2 Ex. 92) is decisive against this view, and Mr. Justice WILLS had no difficulty in deciding in favour of the validity of the notice under the Conveyancing Act.

IT HAS BEEN pointed out to us that, in our observations last week on evidence in the Chancery Division, we ascribed to Lord Justice LOPES a remark that there was in the Chancery Division a tendency "to take everything as part of the *res gestæ*, and to regard every piece of paper with the reverence of a Mahometan." These were not words uttered by the Lord Justice, but were an independent comment appended, in unholy bitterness of soul, by the learned counsel who favoured us with a note of the observations of the judges of the Court of Appeal.

SUCCESSIVE DAMAGES ARISING FROM WITHDRAWAL OF SUPPORT.

THE case of *Darley Main Colliery Co.* v. *Mitchell* (L. R. 11 App. Cas. 127) illustrates very forcibly some of the difficulties inherent in a system like that of our common as distinguished from statute law. The framer of a statute may, if he can, directly make such provision as he thinks expedient in a concrete form for the purpose of securing such object as he has in view. The judge, in declaring the common law, must, if possible, secure the result that is expedient with regard to the particular class of case involved by bringing the case within certain general abstract principles; and it is extremely difficult properly to formulate these principles. It will be found, after a general principle has been formulated which applies most happily in the particular case, that it has a most unexpected operation as applied to some other combination of circumstances not at the time contemplated, but which afterwards arises. For instance, in the case we are discussing the main question was whether, in a case where support has been removed by the defendant from the plaintiff's land and subsidence has followed, all the damage, both actual and prospective, must be recovered in one action, or whether there is a right of action for damages for subsidence *toties quoties* subsidence occurs. A person framing a statute might provide for this, which is, after all, very much a question of expediency and convenience, by making a direct provision for the particular case in plain words. To common law can only dispose of it by the application of certain abstract ideas such as "cause of action."

One of the most important questions that depends on the main question is as to the period from which the Statute of Limitations

runs, because, of course, if the prospective damages are recoverable in an action as soon as actual damage has occurred, it is obvious that the statute begins to run with regard to all possible damages from the time when the first right of action for actual damage accrued. This question must obviously depend on whether each subsidence gives a fresh cause of action. The majority of the House of Lords (Lord Blackburn dissenting) has now decided that there is a fresh cause of action in respect of each subsidence as it occurs. The House of Lords, as those of our readers who are familiar with this class of questions will readily anticipate, did not arrive at this result as it were by one long stride taken in the particular case, but as one step in the same direction as a succession of previous steps. The perennial question as to the exact meaning and effect of the decision in *Backhouse* v. *Bonomi* (9 H. L. Cas. 503) was again very much discussed. We should hope that the effect of this decision has at length been ascertained, if it were possible to feel at all sanguine on the subject. The decision of the House of Lords being final, it would be waste of time to discuss, or express any opinion on, the question whether the majority or Lord Blackburn was correct, even if we had presumed to form any view on that subject. But the case has struck us as an interesting illustration of the possible conflict of certain general legal ideas when their ultimate consequences come to be worked out.

The principle on which the majority decided seems to have been something of this sort. We omit all discussion of the authorities on which the various steps in the argument were founded, as foreign to our present purpose. Excavation on a man's own land, whereby a neighbour's support is removed, is not *per se*, and unless followed by injurious consequences to that neighbour, wrongful. It is only when damage results that a wrong or cause of action arises. It being the damage which constitutes or gives rise to the cause of action, it follows that each subsequent subsidence gives a fresh cause of action.

The argument of the minority—viz., Lord Blackburn—was something of this sort:—He denied that the excavation depriving a neighbour of support could be regarded as an innocent and lawful act until damage accrued, because it would be a wholly anomalous thing to say that an act innocent and lawful *per se*, if not followed by damage, could become wrongful because damage supervened. The excavation is a breach of duty, although no cause of action for such breach of duty arises until the damage accrues. But, where there is a breach of duty and damage, then the cause of action is complete, and there never can be a fresh cause of action in respect of the same unlawful act or breach of duty. In other words, supposing A. to be the excavation and B. and C. successive subsidences, A.+B. and A.+(B.+C.) are the same cause of action in respect of their identity; or, to express it somewhat differently, a breach of duty *plus* some damage is the cause of action, but any particular damage does not constitute part of the identity of the cause of action—just as, if we may employ a metaphor, a man is the same man after he has grown a beard as he was before.

Both of these lines of reasoning seem to us so legally fascinating that we must profess great difficulty in deciding which has the greatest abstract attractiveness. A shallow scoffer unacquainted with the law might, perhaps, be tempted to look on all such reasoning as rather in the nature of solemn trifling. We do not share this feeling, though we can understand it. It is, we imagine, an inevitable part of the *modus operandi* of judge-made law that the judges must decide by working out the result of certain abstract conceptions applied to the particular case, which will sometimes involve metaphysical subtleties. If the judge directly applied the test of convenience or inconvenience to each particular case, greater uncertainty and instability of the law would result, because different judges would differ very much as to what was most convenient and inconvenient.

We were much struck with the reasoning of Lord Blackburn as to the wrongfulness of the act of excavation, and the impossibility that a lawful act could become unlawful merely because damage follows. He illustrates his proposition by the case of a man who rides a horse with dangerous rapidity through a crowded street. If no one is hurt there is no cause of action, yet no one can say that the riding was a lawful act. He says that the decision in *Backhouse* v. *Bonomi* was merely that the breach of duty, as in the case of the horse recklessly ridden, gave no cause of action until there was damage; but it does not follow that there can be more than one cause of action in respect of the same breach of duty, or that there is a fresh cause of action on each of several consequential damages arising in succession. We are not sure that the illustration employed by the learned lord is altogether appropriate. In the case of the horse ridden furiously there is a feature which has often struck us as a curious feature in the class of cases to which it belongs. We do not think it can be said in such cases that there is a breach of any duty, in the legal sense, to any particular person till some person has been injured. This seems, perhaps, paradoxical, but we think it must be true. There is a moral duty under certain circumstances to exercise due diligence, and not to be guilty of negligence with regard both to what is done and to what is left undone where injury to the person or property of others may result from our conduct. But the duty is, so to speak, ambulatory, it is towards all and sundry whom it may concern, and does not relate to any particular person till the injury arises. That is not like the case of a particular neighbour, whose land and right to the enjoyment thereof may be affected by what is done by his neighbour. The duty here has relation to a sort of personal and proprietary right. You cannot very accurately say that everybody happening to be in a street has a kind of personal proprietary right or interest in not having a horse driven at full gallop along the street. We doubt whether, in the sense of the term "wrongful" really involved—viz., wrongful towards any particular person—the galloping the horse along the street, not followed by damage, can be said to be wrongful. This, however, is rather by the way. It is admitted on all hands that it follows from *Backhouse* v. *Bonomi* that the act of excavation, whether it be lawful or unlawful in one sense, is not *per se* actionable; but Lord Blackburn seeks, by the analogy of the horse recklessly ridden, to make out that a fresh subsidence does not create a fresh cause of action, because the cause of action is not the particular damage, but the wrongful act eventuating in some damage. But it seems to us that the logical result of this mode of looking at the case is to carry one very nearly, if not quite, to a result inconsistent with *Backhouse* v. *Bonomi*, for if the act of excavation is a wrongful act, it must in this case be wrongful in the sense of being wrongful against the particular person who owns the adjacent land; and we cannot understand how, if this be so, the excavation without subsidence does not give rise to a cause of action on the principle of *Ashby* v. *White*. It seems to us that some confusion may arise from the use of the terms "innocent" and "lawful" and "unlawful" in the way in which they are used by the judgments in the case we are discussing. If "unlawful" means "actionable," of course a man cannot be said to have done an unlawful act until some cause of action has arisen against him. But "unlawful" may be used in a wider sense as indicating an act such that, if damage follows, a cause of action will arise. We doubt whether, after all, this controversy as to whether the excavation can be properly called an innocent or lawful act will really be found to throw much light on the subject. It seems quite clear to us that the excavation, whether lawful or unlawful, is part of the cause of action. The real question, in our opinion, was whether A.+B. was one cause of action and A.+C. another distinct cause of action, or A.+B. and A.+(B.+C.) are really identical causes of action. This point has now happily been decided somehow. The question what further remote and unexpected consequences of the view taken may crop up hereafter affords a pleasing theme for speculation to a profession always interested in the establishment of legal truths.

The following gentlemen have been elected members of the Bar Committee—viz., Sir Richard Webster, Q.C., Mr. R. Romer, Q.C., Mr. Gainsford Bruce, Q.C., Mr. Cozens-Hardy, Q.C., Sir Sherston Baker, the Hon. Alfred Lyttelton, and Messrs. H. E. Avory, E. Beaumont, K. E. Digby, H. W. Elphinstone, Charles Mathews, T. T. Methold, J. F. Oswald, J. Shortt, V. R. Smith, and R. Vaughan Williams.

A meeting of members of the Inns of Court Rifles was held on Tuesday to consider the condition and future prospects of the regiment. The meeting was private, but we are informed that a strong appeal will be made to the bar and students of the four inns to raise the strength of this famous corps and preserve its distinctive character. Failing this, alternative proposals will be considered, though we are not at liberty to make them known at present. It is earnestly to be hoped that the members of the bar will respond to the appeal and not allow one of the landmarks of the volunteer force to be effaced. There were present at the meeting Colonel Cecil Russell, Lieutenant-Colonel Bulwer, Q.C., Lord Justice Cotton, and Mr. Marten, Q.C.

THE EMPLOYERS' LIABILITY ACT, 1880

II.—The Construction of the Act.

In our last week's issue we explained at some length the various kinds of defence with which claims under the Employers' Liability Act, 1880, may be met, and in the course of that explanation we were led to consider the general nature and scope of the Act; this week we may fittingly consider in detail such points in the statute as have so far chiefly engaged judicial attention. These points fall under three heads—(1) Injuries within the Act; (2) sufficiency of notice; and (3) definition of workman; each of these matters calls for, and is capable of, separate treatment.

(1) *Injuries within the Act.*—An injury, to be at all within the Act, must be sustained in the course of an employment wherein the injured party stands in the relation of workman, and the party against whom the action is brought in the relation of employer; hence, in general, a contractor cannot be sued under the Act for an injury sustained by a servant of a competent sub-contractor. Thus, where a painter in the employment of the plaintiffs sustained injuries from the fall, through defective fastening, of a "boat-staging," or suspended platform, put up under contract by the defendants with the plaintiffs to enable the latter to paint a house, and the plaintiffs paid £125 to the painter in settlement of an action brought by him under the Act for the injuries he had sustained, it was held, in an action by the plaintiffs against the defendants for breach of contract, that the defendants were only liable for nominal damages, and that the money which the plaintiffs had paid to settle the action of their painter was not recoverable as damages from the defendants, inasmuch as the plaintiffs, having employed a competent contractor to put up the boat-staging, and being, on the facts, free from any charge of negligence, were not liable to their servant for the injuries he had sustained (*Kiddle* v. *Lovett*, 34 W. R. 518, L. R 16 Q. B. D. 605, *cf. Robertson* v. *Russell*, 12 Sc. Sess. Cas., 4th Ser. 1092). Of injuries sustained in the course of an employment to which the provisions of the Act are made applicable, five classes, as we mentioned in our previous remarks, are specified; these five classes of injury are themselves reducible to two chief classes—viz., (*a.*) Injuries from defect of things used in the employer's business; (*b.*) injuries from negligence or acts of persons in the employer's service.

(*a.*) First, then, as to defect of things used in the employer's business, section 1 (1), as qualified by section 2 (1), confers a right of action for personal injury caused to a workman by any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer, provided such defect arose from, or had not been discovered or remedied owing to, the negligence of the employer, or of some person in the service of the employer, and intrusted by him with the duty of seeing that the ways, works, machinery, or plant were in proper condition. By a series of decisions it is now established that section 1 (1) extends to machinery or plant which, although in no way unsound or defective in its own construction, is yet unfit for the purpose for which it is used, or is calculated in the circumstances in which it is used to cause injury to those using it. In *Heske* v. *Samuelson* (32 W. R. 595, L. R. 12 Q. B. D. 30) a workman employed at defendant's blast furnace was killed by a piece of coke falling from a lift used at the furnace. The lift consisted of two platforms which ascended and descended alternately, and at the time when deceased was injured he was removing empty barrows from the platform which was at rest at the bottom of the lift. There was evidence that the accident arose either from the sides of the lift not being fenced so as to prevent coke from falling over, or from the lower platform not being roofed so as to protect those working on it from falling coke. It was held that under the circumstances, there was a "defect in the condition" of the lift for which the defendants were liable. "The question," said Lord Coleridge, C.J., "is whether the fact that the machine was unfit for the purpose for which it was applied constitutes a defect in its condition within 43 & 44 Vict. c. 42. The question really almost answers itself. If it was not in a proper condition for the purpose for which it was applied, there was a defect in its condition within the meaning of the Act." In *Cripps* v. *Judge* (33 W. R. 35, L. R. 13 Q. B. D. 583) the plaintiff, who was a carpenter employed by the defendants, who were builders, was injured by the breaking of a ladder which was being used to support a scaffold. The ladder was insufficient for the purpose for which it was being used, and the scaffold and ladder had been placed, and were being used, under the direction of one of the defendants. It was held that there was a defect in the condition of the plant for which the plaintiff was entitled to recover under the Act. "There is no evidence," said Brett, M.R., "that each part of the scaffold was not sound; but the question is whether the whole arrangement, as used, was in a safe condition. . . . It comes to this—that, although each part might be sufficient, yet, if the whole arrangement was defective for the purpose for which it was applied, there would be a defect so as to bring it within the Act" (33 W. R. 35, L. R. 13 Q. B. D. 585). In *Weblin* v. *Ballard* (34 W. R. 455, L. R. 17 Q. B. D. 122) a fireman employed at the defendant's brewery was found dead in the engine-room, having been apparently killed by the slipping of a ladder while he was upon it. This ladder was the only means of reaching a valve in the engine-room to turn on steam to a donkey-engine, and, although in itself perfect, was, by reason of a bend in a lower pipe against which it had to be placed, unsafe for the purpose for which it was used. The defendant had himself seen the ladder so used. The county court judge having found there was a defect in the condition of the plant within the meaning of the Act, it was held by the Divisional Court (Mathew and A. L. Smith, JJ.) that this finding was warranted by the evidence.

To bring a case within section 1 (1), it is necessary that the defect from which the injury results should arise from something connected with, or used in, the business of the employer; where a mason, when engaged in building for his employer, was injured by the falling of a wall, it was decided that a wall was not within the meaning of the "works" as mentioned in the section, and that no action could consequently be maintained under the Act (*Howe* v. *Mark, Frith, & Co.*, W. N., 1886, p. 76). Again, a defect may conduce to, and yet not cause, an injury for which an employer can be made responsible; thus, where a brakesman had his foot crushed by the wheels of a railway waggon, and the accident arose indirectly from the defective condition of the brake, but directly from the brakesman's own act in starting the train too soon, it was held that no action lay, as the injury was not caused by the defect in the brake (*Martin* v. *Connah's Quay Alkali Co.*, 33 W. R. 216). So, the defect which produces an actionable injury must be something in the permanent or *quasi*-permanent condition of the ways, works, or machinery, or plant of the employer; thus it was held that an action would not lie for an injury which resulted from a temporary obstruction of a way otherwise in good condition (*McGiffen* v. *Palmer's Shipbuilding and Iron Co.*, 31 W. R. 118, L. R. 10 Q. B. D. 5).

The proviso imposed by section 2 (1), that the defect should arise from, or not have been discovered or remedied through, the negligence of the employer or someone in his service, seems to be easily satisfied, as may be gathered from the following case. A workman engaged in attaching a lightning conductor to a chimney-stack was killed by the breaking of a rope provided by the employer by which he was suspended. In an action by the deceased's personal representative against the employer, it was proved that the rope was of sufficient thickness, and had been used for several days in raising stones weighing 3 cwts. There was no positive evidence as to the defect which caused the accident, but it was shewn by skilled witnesses that the cause might have been a "nip" in the rope (*i.e.*, a defect in the centre), which could have been detected by the hand of a skilled person, and that no such examination had taken place before using the rope. It was held that the employer was liable in not having employed skilled persons to examine the rope (*Fraser* v. *Fraser*, 9 Sc. Sess. Cas., 4th Ser., 896).

(*b.*) To pass now to injuries from negligence or acts of persons in the employer's service, we may begin by observing that the only acts within the statute are those specified in section 1 (4), as qualified by section 2 (2); conduct otherwise actionable under the statute consists, not of the acts, but of the negligence, of persons in the employer's service. The joint effect of section 1 (4) and section 2 (2) is to entitle a workman to sue for an injury caused by the act or omission of any person in the employer's service in obedience to rules or bye-laws of the employer, or to particular instructions given by any person having the authority of the em-

ployer to give the same, provided the injury also resulted from some impropriety or defect in such rules, bye-laws, or instructions, and provided further, that no rule or bye-law approved by one of her Majesty's principal Secretaries of State or by any Government Department shall, for the purposes of the Act, be deemed improper or defective. These clauses are wide enough, in our opinion, to cover injuries resulting from acts and omissions of the injured workman himself as well as injuries from acts and omissions of fellow-servants; the object of the Legislature apparently being that a workman should in every case be entitled to redress for injury resulting from a faithful compliance with faulty rules, bye-laws, or instructions. As regards negligence, there are three classes of persons in the service of an employer for whose negligent conduct in causing an injury an action may be brought under the statute—viz., 1st—Any such person who has any superintendence intrusted to him whilst in the exercise of such superintendence (section 1 (2)); 2nd—any such person to whose orders or directions the workman, at the time of the injury, was bound to conform, where the injury resulted from his having so conformed (section 1 (3)); 3rd—any such person who has the charge or control of any signal, points, locomotive engine, or train upon a railway (section 1 (5)). A person intrusted with superintendence is defined by section 8 to mean a person whose sole or principal duty is that of superintendence, and who is not ordinarily engaged in manual labour. From this definition and the language of section 1 (2) these two inferences may be drawn—first, that a person, whose primary duty is superintendence, does not lose the character of superintendent by occasionally undertaking manual labour; secondly, that an injury resulting from the negligence of a superintendent acting simply in the capacity of a labourer is not actionable. In *Osborne* v. *Jackson* (L. R. 11 Q. B. D. 619) the plaintiff, a bricklayer in defendant's employment, was at work near a shoring while a scaffold was being taken down by their other workmen. Defendant's foreman himself handed a scaffold plank to C., a labourer, and called to him to take it. C. took the end of it, but was so far off that he could not hold the plank, and, the foreman letting his end go, the plank slipped and knocked down the shoring, which fell upon the plaintiff and hurt him. Held, that the foreman was acting as superintendent at the time of the accident. In *Shaffers* v. *General Steam Navigation Co.* (31 W. R. 656, L. R. 10 Q. B. D. 358) the plaintiff was employed by the defendants with J. and others in loading sacks of corn into the hold of a ship. J.'s duty was to guide the beam of the crane by means of a guy rope, and to give directions when to lower and hoist the chain. He neglected to use the guy rope, and the sacks in consequence fell down the hatchway and injured the plaintiff; it was held that J. was not a superintendent within the meaning of the Act. "The negligence arose from his capacity of a workman, and not of a superintendent" (31 W. R. 656, L. R. 10 Q. B. D. 358, *per* Mathew, J.).

To support a claim for injury resulting from obedience to orders as specified in section 1 (3), it is not necessary that there should be an express order; it is enough if there be an ordinary course of duty equivalent to an actual direction. Thus, where plaintiff—one of defendant's workmen—was assisting defendant's carman, under whose directions he was, in unloading three large iron window frames from a van, and the carman untied a string at one end of the frames, and the plaintiff, in the usual couse of business, untied the string at the other end, in the sight and without objection, but also without express order of the carman, and two of the frames, in consequence of being unsecured, fell upon and injured the plaintiff, it was held that there was evidence for a jury under the above provision: (*Millward* v. *Midland Railway Co.*, 33 W. R. 366, L. R. 14 Q. B. D. 68). On the other hand, injury sustained in carrying out an order which the injured workman was not bound to obey gives no right of action against the employer; thus, where a boy under fifteen in defendant company's employment was ordered by the foreman in authority over him to drive a van to market, and the boy knew that there was a rule of the defendant company forbidding anyone under fifteen to drive a van, it was held that, as the boy was not bound to conform to the order, he could not recover for injuries he had sustained in being thrown out of the van (*Bunker* v. *Midland Railway Co.*, 31 W. R. 231).

In order to bring a case within section 1 (5) the plaintiff must establish that the injury complained of arose out of the negligence of a servant of the employer having the charge or control of one of the subjects specified. Hence the two questions, In what sense are the words "charge or control" used? and, To what things do the terms, "signal, points, locomotive engine, or train upon a railway" extend? A servant who has the direct effective management is a person who has charge or control within the meaning of the Act; thus, where a "capstan-man" in the employment of a railway company, without giving the usual warning, propelled a series of trucks along a line of rails in a goods station, and injured the plaintiff, who was engaged in similar work at the other end of the line, about 100 yards off, and the capstan was set in motion by hydraulic power communicated to it by the capstan-man from a stationary engine at a distance, it was held that there was evidence to warrant a jury in finding that the capstan-man was in charge or control of a train upon a railway (*Cox* v. *Great Western Railway Co.*, 30 W. R. 816, L. R. 9 Q. B. D. 106). A servant who is not responsible for, and has no direct command over, the subjects mentioned by the section, is not a person in control or management as therein contemplated; thus, where a workman was employed in the signal department of the defendants' railway to clean, oil, and adjust the points and wires of the locking apparatus at various places along a portion of the line, and to do slight repairs, and was subject for these purposes to the orders of an inspector in the same department, who was responsible for the points and locking gear, which were moved by men in the signal box, being kept in proper condition, it was held that there was no evidence that such workman had the charge or control of the points (*Gibbs* v. *Great Western Railway Co.*, 32 W. R. 329, 31 W. R. 722, L. R. 12 Q. B. D. 608, 11 *Ib.* 22). As to the subjects covered by the section, it has been observed that the words refer entirely to the ordinary working of a railway—thus, a steam crane fixed on a trolly and propelled by steam along a set of rails was held not to be a locomotive engine within the Act (*Murphy* v. *Wilson*, 52 L. J. 524), but the term "railway" is not confined to railways subject to the Railway Regulation Acts, but extends to a temporary railway laid down by a contractor for the purposes of the construction of works (*Doughty* v. *Firbank*, L. R. 10 Q. B. D. 358).

Such being in detail the various classes of injury for which redress can be obtained under the Employers' Liability Act, 1880, it should be added that under section 2 (3) no redress can be sought where the injured workman knew of the defect or negligence which caused his injury, and failed within a reasonable time to give, or cause to be given, information thereof to the employer or some person superior to himself in the service of the employer, unless he was aware that the employer or such superior already knew of the said defect or negligence (*cf. Stuart* v. *Evans*, 31 W. R. 706; *Weblin* v. *Ballard*, 34 W. R. 455, L. R. 17 Q. B. D. 122; *M'Monagle* v. *Baird*, 9 Sc. Sess. Cas., 4th Ser., 364).

On Monday, in the course of the trial of an action before Mr. Justice Field, a witness, who spoke with a very strong American accent, declined to be sworn until he was paid for having been kept here in England awaiting this trial for two-and-a-half years. The learned judge asked, What sum is it you claim? Witness.—£450 judge. Mr. Justice Field.—Will you give your evidence if the plaintiffs' solicitors undertake to pay you such a sum as the court shall determine to be fair and reasonable? Witness.—I guess that depends on what the court decides. A solicitor's clerk was here called and proved the service. The witness, addressing the clerk in indignant tones, said, Is that the way you serve *subpœnas* in a British court? Coming up and shoving a bit of blue paper into my face, the contents of which I do'nt know, and which I have not read. Do you wear no badge to show your authority? Why, Mr. Judge, I did'nt know who he was. Did'nt know him from a row of beans! After some discussion Mr. Justice Field retired to consult another judge. On his return he said: This is a most exceptional case; neither my learned brother nor I have ever known the like. For here we have a foreigner—in the sense that he resides without our jurisdiction—refusing to give evidence as agreed, and he evidently has been detained in this country for a long time, at the request of the plaintiffs, and so has been prevented from earning, he states, £15 a month. This is his story, and I have here no means of trying such a question, nor do I intend to do so. If I thought for a moment (addressing the jury), gentlemen, that this man was refusing to give his evidence for any contemptuous reasons, I should not hesitate, but would follow the usual course in such cases and commit him. But I do not think that he is so acting, and under all the peculiar circumstances of this case I decline to imprison this man unless counsel can give me some authority upon which I can act. As counsel could not cite any authority, the witness escaped.

TRUSTEES' CLAUSES FOR INSERTION IN WILLS AND SETTLEMENTS.

As there seems to be no immediate prospect of further legislation respecting the powers and liabilities of trustees, the following clauses have been settled, at the request of the council of the Incorporated Law Society, by Mr. Wolstenholme, one of the conveyancers to the Chancery Division.

It is hereby declared that the trustees or trustee for the time being may at discretion make any sale subject to any conditions (whether actually required by the state of the title or other circumstances or not) which may be deemed expedient, and on loan of money may at their discretion fix the amount to be advanced, not exceeding *two-thirds* of the value at the time of making such loan ascertained by a valuation obtained in the usual course of business of the property to be comprised in the security, without regard to any rule limiting the powers of trustees in those respects, and may also at discretion dispense wholly or partially with the production or investigation of the lessor's title in case of a loan on leasehold securities, and may otherwise lend on any security, or purchase or acquire any hereditaments, with less than the title which a purchaser is, in the absence of a special contract, entitled to require, and the trustees or trustee shall not be liable for any loss incurred through any act done, or omitted to be done, or the exercise of any discretion in reference to the matters aforesaid.

It is hereby declared that the [executors and] trustees or trustee for the time being may in their or his uncontrolled discretion, instead of acting personally, employ and pay a solicitor or any other person to transact any business or do any act of whatever nature required to be done in the premises, including the receipt and payment of money, and that any [executor or] trustee hereunder, being a solicitor or other person engaged in any profession or business, may be so employed or act, and shall be entitled to charge and be paid all professional or other charges for any business or act done by him or his firm in connection with the trust, including acts which [an executor or] a trustee could have done personally.

The first of the above clauses is intended to provide for such cases as *Dance* v. *Goldingham* (21 W. R. 761) and *Dunn* v. *Flood* (33 W. R. 315, L. R. 28 Ch. D. 586, 52 L. T. 699, 54 L. J. Ch. 370), in which it was held that depreciatory conditions had been unnecessarily used; and *Fry* v. *Tapson* (33 W. R. 113, L. R. 28 Ch. D. 268) and *Hoey* v. *Green* (SOLICITORS' JOURNAL, Dec. 20, 1884) in which a hard-and-fast rule that not more than half the value should be advanced on house property was acted on.

The second of the above clauses was circulated by the council in May, 1884. It is thought desirable, in connection with the previous clause, again to bring it to the notice of the society. The following is a copy of the note which was appended to this clause in May, 1864:—

"A serious difficulty has been introduced into the transaction of trust and executorship business by a recent decision extending and re-affirming the principle laid down twenty years ago by Lord Romilly that trustees and executors, unless special circumstances are shewn, are bound to transact personally many parts of the routine business of the trust, and are not to be allowed the expenses of employing solicitors or agents. In consequence of this decision it is understood that large amounts of expenses have recently been disallowed on taxation, and would therefore be payable by executors and trustees personally. Such taxations commonly occur long after, and sometimes years after the business has been done, and at a time when the special circumstances can with difficulty, if at all, be recalled.

"It is obvious that unless a remedy is found the difficulty, already great, in finding responsible and capable trustees and executors willing to accept such duties will be very seriously aggravated. It is believed that testators and settlors will in all cases prefer to vest the discretion as to the manner in which their business shall be done, or ought to have been done, absolutely in the trustees and executors of their own choice, and in whom they repose confidence, rather than leave the subject to be subsequently disputed or litigated.

"The following cases may be referred to as bearing on the subject—viz., *Harbin* v. *Darby*, 28 Beav. 325; *Macnamara* v. *Jones*, Dick. 587; *Johnson* v. *Telford*, 3 Russ. 477; *Stephens* v. *Newborough*, 11 Beav. 403; *Cradock* v. *Piper*, 17 Sim. 41; *Broughton* v. *Broughton*, 5 De. G. M. & G. 160; *Ames* v. *Taylor*, W. N. (17 Nov., 1883) 172.

"In another recent case (*Bellamy* v. *Metropolitan Board of Works*, L. R. 24 C. D. 387) it was decided that executors and trustees could not give the usual authority to a solicitor to receive purchase-money, and that the trustees should therefore have attended in person to receive the money or have had it paid into a bank to the account of the trustees."

CORRESPONDENCE.

PARTICULARS OF ADVOWSON.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Until this morning, when I chanced to look at the advertisements in a recent issue of THE SOLICITORS' JOURNAL, I had a most firm-rooted idea (though apparently erroneous) that an advowson was an incorporeal hereditament, and therefore impossible of superficial area; but I was startled to learn from an advertisement that a certain "advowson and highly-important right of presentation" had an area of ninety-four acres!

Perhaps, sir, when the Long Vacation has commenced, and there will be no cases of the week to report, you would oblige the numerous articled clerks, who gain so much knowledge through your paper, with an article on incorporeal hereditaments, particularizing advowsons, as there are no doubt many who, like myself, intend shortly to present themselves for final examination, and who would like to be quite clear on the subject. R. R. L.

Southampton, July 5.

[The area given was no doubt of the glebe land, which it is not unusual to give.—ED. *S. J.*]

PARISH POUNDS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be much obliged if you or any of your readers will tell me where I can obtain any information as to the ownership of, and liability to repair, parish pounds. I have sought through all my law books without success. SUBSCRIBER.

July 5.

CASES OF THE WEEK.

COURT OF APPEAL.

LEWIS *v.* JAMES—C. A. No. 2, 7th July.

STAYING PROCEEDINGS PENDING APPEAL—LEAVE TO AMEND REFUSED BY COURT OF APPEAL—APPEAL TO HOUSE OF LORDS—DISCRETION OF JUDGE AS TO AMENDING AT TRIAL.

This was an application for a stay of proceedings pending an appeal to the House of Lords. The defendant had applied for leave to amend his statement of defence, and his application had been refused by Bacon, V.C. The Court of Appeal allowed some of the proposed amendments to be made on certain conditions intended to prevent any injury being done to the plaintiffs by delay. The defendant was about to appeal to the House of Lord from this decision, desiring to obtain leave to make the whole of his proposed amendments. The action was expected soon to come on for trial. By his present notice of motion, the defendant asked that he might be at liberty to pay into court the sums directed by the order of the Court of Appeal to be paid into court, and to make the amendments allowed to be made by that order, without prejudice to his right to appeal to the House of Lords against such part of the order as refused him the relief which he then asked, and that, pending the hearing of his appeal to the House of Lords, all further proceedings in the court below in the action might be stayed. It was urged that unnecessary expense might be caused if the action was tried before the appeal was heard by the House of Lords and the defendant should succeed in his appeal, and it was also said that the judge would be unable, by reason of the order of the Court of Appeal, to allow any further amendments at the trial, even if the facts should then appear to him to justify them. The Court (COTTON, LINDLEY, and LOPES, L.JJ.) refused the application. COTTON, L.J., said that the application was a novel one, but what the defendant really wanted was to stay the trial of the action pending the appeal to the House of Lords. His lordship did not say that the appeal would be frivolous, but it might be met by a cross-appeal by the plaintiffs, on the ground that no amendment ought to be allowed. The Vice-Chancellor thought the amendments were only intended to delay the trial of the action. If the present application was granted an opportunity of delay would be afforded to the defendant, though the Court of Appeal gave him leave only on conditions intended to prevent any prejudice to the plaintiffs. If the House of Lords should take a different view, no doubt the plaintiffs might be delayed by a second trial, but that would be due to the act of the House of Lords, not of this court. It would be wrong to delay the trial of the action in order to enable the defendant to go to the House of Lords. LINDLEY, L.J., said that, if the court acceded to the present application, they would simply be undoing what they did before to prevent the delay of the trial of the action. When the Court of Appeal granted or refused an application for

leave to amend it never intended to fetter the discretion of the judge ta the trial as to amending the pleadings, for the facts before him might be entirely different from those which were before the Court of Appeal. The judge would retain the same unfettered discretion which he would have had if no order had been made by the Court of Appeal. LOPES and COTTON, L.JJ., both concurred in thinking that the discretion of the judge as to amending at the trial would remain unfettered.—COUNSEL, *Hemming*, Q.C., and *McClymont*; *Marten*, Q.C., and *Phipson Beale*. SOLICITORS, *Weall & Barker*; *Bell, Brodrick, & Gray*.

TODMAN *v.* TODMAN—C. A. No. 2, 7th July.

DIVORCE—SUIT BY WIFE FOR RESTITUTION OF CONJUGAL RIGHTS—REFUSAL OF HUSBAND TO OBEY ORDER—ALLOWANCE TO WIFE—REPORT OF REGISTRAR AS TO PROPER AMOUNT—47 & 48 VICT. C. 68, S. 2.

In this case a question arose as to the power given to the court by section 2 of the Matrimonial Causes Act, 1884, to order that, in the event of a decree for the restitution of conjugal rights, made on the application of a wife, not being complied with within the time limited by the court, "the respondent shall make to the petitioner such periodical payments as shall be just, and such order may be enforced in the same manner as an order for alimony in a suit for judicial separation." A decree for restitution of conjugal rights had been made on the petition of a wife, and the husband had failed to comply with it. The wife applied for an order that the husband should make her an allowance. The registrar reported to the court that, having regard to the means of the husband, the sum of £50 a year would be a proper allowance. The husband was a young man whose mother, a widow, carried on the business of a nurseryman, occupying a nursery garden of about 30 acres. He assisted in the management of the business, and was boarded and lodged by his mother. According to his evidence he received no wages, but could obtain from his mother any money that he wanted "in reason." The principal foreman under him received a salary of 35s. a week. He was liable, under a previous order of the court, to pay for the present £1 a month in respect of costs of his wife. The registrar, upon the evidence, considered that the husband must be treated as in the receipt of an income of £150 a year. Butt, J., confirmed the registrar's report. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) reduced the allowance to £40 a year, on the ground that the registrar had not (as he had himself informed the court) sufficiently taken into consideration the payments which the husband was bound to make in respect of costs. COTTON, L.J., said that the allowance under section 2 was not exactly like "alimony," but the court must consider what was just. Here the husband was competent to manage a large nursery. The court must not consider what the mother could pay, but what he could properly be said to earn. His lordship was not disposed to say that the registrar had estimated his earnings too highly, but the costs which he had to pay should be taken into account. Although his lordship was very unwilling to interfere with the discretion of the registrar, he thought that the payment ought to be reduced to £40 a year, because of the £1 a month which the husband had to pay for costs. LINDLEY, L.J., said that he did not regard what the husband received from his mother as a voluntary payment; he was earning his living, and must be regarded as receiving payment for his services. If the registrar had not told the court that he did not perhaps allow enough for the compulsory payment which the husband had to make, his lordship would not have been disposed to interfere with the registrar's discretion. Section 2 empowered the court to do what was just, and the ability of the husband was not the only thing to be taken into consideration. LOPES, L.J., said that it was only in the most exceptional case that he would consent to interfere with the discretion of the registrar and the judge, and he would not do so in the present case but for what the registrar had said to the court. He thought the true test was what the husband, considering his age and experience, would be able to earn, if he was employed by a stranger, instead of by his mother. But the registrar had admitted that he did not take into account the compulsory payment for costs. The wife would be able to apply again to the court if the circumstances should alter.—COUNSEL, *Rose-Innes*; *Leonard*. SOLICITORS, *G. Rose-Innes, Son, & Co.*; *J. Cowper Scard*.

WRIGHT *v.* ROBOTHAM—C. A., No. 2, 6th July.

TITLE DEEDS—ACTION OF DETINUE—LEGAL OWNER OF PART OF PROPERTY—RIGHT TO RECOVER DEEDS FROM THIRD PARTY.

The question in this case was as to the right of the legal owner of real estate to recover the title deeds (which related to it and other property) from solicitors into whose custody the deeds had come as solicitors for trustees in whom the legal estate had been formerly vested, in the absence of the legal owner of the other property. In May, 1847, a lady on her marriage conveyed to trustees four houses in A.-street and three houses in F.-street to the use of the trustees, their executors and administrators, during her life, in trust to pay the rents to her or to permit her to receive them during her life, for her separate use, and after death, in case her husband should survive her, as to the A.-street houses, to the use of him and his assigns during his life, and after his death to the use of the children of the marriage, and, if there should be no issue of the husband and wife living at the death of the survivor of them, then, as to the A.-street houses, to the use of the heirs and assigns of the survivor. And, as to the F.-street houses, from and after the death of the wife, to such uses as she should by deed or will appoint, and in default of appointment to the use of her heirs and assigns for ever. The husband died on the 10th of November, 1883, leaving the wife surviving. There was no issue of the marriage. The wife died on the 14th of November, 1883, having by her will appointed the F.-street houses to the plaintiff. Th The A.-street houses descended to the heir-at-law of the wife. The settlement and the other title deeds of the seven houses (all the deeds comprised all the houses) were in the custody of the defendants, who had acted as the solicitors of the trustees of the settlement, and had received the deeds in that capacity. The heir-at-law of the wife was not known. The defendants declined to deliver the deeds to the plaintiff, and this action was brought, claiming the delivery of the settlement and other title deeds in the possession of the defendants, and damages for the detention of the deeds, and an injunction to restrain the defendants from giving up the deeds except to the plaintiff. Kay, J., refused to order the delivery of the deeds in the absence of the heir-at-law of the wife. And he directed an inquiry as to the heir-at-law, and ordered that the defendants should deposit the deeds in court, and that the plaintiff, his solicitors and agents, should be at liberty to inspect the deeds, and to take copies and abstracts thereof and extracts therefrom, as he might be advised, at his expense. And liberty was given to any of the parties to apply, on the result of the inquiry, as to the costs of the action and otherwise as they might be advised. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision, varying the order by striking out the inquiry, and giving general liberty to apply. And they ordered the plaintiff to pay the costs of the action and the appeal. COTTON, L.J., said that, when an estate belonged to tenants in common, any one of the co-owners who had obtained possession of the title deeds was entitled to hold them. If the present plaintiff had got the title deeds they could not be taken away from him, because no one would have a better right to them. But it was an entirely different case when the owner of one of two estates comprised in the same title deeds asked for an order for the delivery up of the deeds to him by a third party in whose possession they were. The plaintiff said that he had a legal right to the deeds, but he had not the sole right to them. One alone of the persons who had equal legal rights to the possession of title deeds could not recover them from a third party in a common law action of detinue. Why should a court of equity order the deeds to be delivered up under such circumstances? The solicitors obtained possession of the deeds as agents for the trustees of the settlement, and, when the trust came to an end, the solicitors held the deeds for the persons who were entitled to the property under the settlement, but one of those persons alone had no equity to have the deeds delivered over to him. There was no reason for ordering the inquiry as to the wife's heir-at-law, which would only cause expense. LINDLEY, L.J., said that the plaintiff had taken an erroneous view of his rights. The solicitors had not acquired the deeds wrongfully, and they remained in their custody until it should become their duty to hand them over to someone. Kay, J., was right in ordering the deeds into court, but no one was interested in the inquiry as to the heir-at-law. LOPES, L.J., said that it was clear the plaintiff could not recover the deeds in a common law action of detinue. To succeed in such an action he must shew that he was exclusively entitled to the deeds. He would be non-suited.—COUNSEL, *Pearson*, Q.C., and *Colt*; *Graham Hastings*, Q.C., and *Geare*. SOLICITORS, *T. Tucker*; *Geare, Son, & Pease*.

Re TANDY, TANDY *v.* TANDY—C.A. No. 2, 6th July.

WILL—CONSTRUCTION—INDEFINITE GIFT OF INCOME.

The question in this case was whether a testator, by an indefinite gift of income, had disposed of the *corpus* of his property. The testator, a domiciled Englishman who resided in Scotland, by his will, dated in 1873, gave the whole of his property to his executors upon trust, as to £1,200, in favour of a daughter and her issue, and with regard to the residue of his estate he directed his executors to pay the interest in equal parts half-yearly to his three sons, the share of a predeceasor to be equally divided to the survivors or survivor. The testator died in 1880, leaving one surviving son. The surviving son claimed the whole residue, on the ground that the gift of the income, without any limitation as to time, was a gift of the capital. The testator's next of kin contended that the circumstance that a predeceasor's share passed to the survivors showed an intention to create life interests only in the residue, and contended that the testator died intestate as to the *corpus*. Chitty, J., was of opinion that it was clear that the testator intended to deal with the whole of his property. By the word predeceasor he meant a son predeceasing the testator himself. The intention was not to constitute a class of persons taking successive and increasing interests by survivorship *inter se*, but only to provide against the possibility of lapse. The effect of the direction, therefore, was that any son or sons who should be living at the testator's death should take the whole residue. Applying the rule that an indefinite gift of income carried the *corpus*, he held that the surviving son was entitled to the whole residuary estate. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision.—COUNSEL, *Whitehorne*, Q.C., and *Laing*; *Farwell*; *J. R. Young*. SOLICITORS, *Charles Sawbridge & Son*; *Routh, Stacey, & Castle*.

VISCOUNT GORT AND ANOTHER *v.* ROWNEY—C. A. No. 1, 5th July.

JOINDER OF ACTIONS—TAXATION OF COSTS—R. S. C., 1883, XVI., 1.

This was an appeal from the decision of a divisional court, consisting of Lord Coleridge, C.J., and Fry, L.J., which overruled a decision of Field, J., at chambers. Viscount Gort was the owner of a house in Percy-street, of which his co-plaintiff was the tenant and occupier. The defendants occupied the adjoining houses, and in the course of altering and rebuilding there, a party wall was weakened and fell, injuring Lord Gort's house. For that injury the action was brought, and was referred

by consent to arbitration, and it was agreed that the costs of the action were to abide the event, and that the costs of the reference were to be in the discretion of the arbitrator. The arbitrator found against Lord Gort, but for his co-plaintiff, the occupier of the house, for £96. On the costs being taxed, the master gave the tenant, the co-plaintiff, all the costs exclusively relating to himself, and excluded all the costs exclusively relating to Lord Gort, but with regard to the costs which were common to both plaintiffs he gave one moiety only to the tenant. He gave the defendants all the extra costs to which they were put in consequence of Lord Gort being joined with the tenant as a co-plaintiff, thus treating the defendants as entitled to the costs of the issue on which they succeeded, and not to the general costs of the cause. On appeal, Field, J., upheld this order as to the defendants' costs, but gave the tenant the whole of the general costs common to himself and his co-plaintiff. The Divisional Court restored the order of the master as to the plaintiffs' costs, and held, as to the defendants' costs, that they were entitled to one-half of the general costs. It was now urged that this was an application of chancery practice to common law procedure, and that the case was really governed by ord. 16, r. 1, and the Court (Lord ESHER, M.R., and BOWEN, L.J.), in allowing the appeal and restoring the order of Field, J., considered that that rule, as interpreted in *Booth* v. *Briscoe* (L. R. 2 Q. B. D. 496), decided the case. Lord ESHER, M.R., said that there was no limit to the operation of the rule, but that different plaintiffs seeking different reliefs in respect of different causes of action might, nevertheless, join in one action under the rule, subject to the right of the defendant to object and to apply to set aside the joinder. BOWEN, L.J., however, said that he thought it unnecessary to the case to decide this, and guarded himself against being understood to give so large an interpretation to the rule.—COUNSEL, *Moorsom*, Q.C., and *W. Wills*; *Jelf*, Q.C., and *Martin Routh*. SOLICITORS, *Walfords*; *Clarke & Calkin*.

HIGH COURT OF JUSTICE.

ELWES *v.* BRIGG GAS CO.—Chitty, J., 6th July.

PROPERTY IN THINGS FOUND—LESSOR AND LESSEE—PREHISTORIC BOAT—MINERALS.

In this case the question arose as to the right of property in an ancient boat discovered by the defendants in the course of excavations on land of which they were the lessees and the plaintiffs the lessors. The lease was for ninety-nine years, and contained covenants on the part of the defendants to construct gasworks, and the excavations referred to were made in pursuance of the lease. The defendants were under obligations to get rid of the soil excavated, and the lease contained an exception of minerals. CHITTY, J., said that the question was whether the boat should be treated as a mineral, or as part of the soil, or as a chattel. In *Hext* v. *Gill* (L. R. 7 Ch. 712) it was said that minerals included every substance which could be got from underneath the earth for the purpose of profit. Such a definition could only extend to substances which were part of the natural soil. As the boat was not petrified or fossilized, but was distinguishable from the natural soil, it could not be a mineral. It had been argued that the boat came within the maxim, "*Quicquid plantatur solo solo cedit.*" That might be so, but the first question which did actually arise in the case was whether the boat belonged to the plaintiff at the time of granting the lease. He held that it did, whether it ought to be regarded as a mineral or as part of the soil within the maxim above cited, or as a chattel. If it was a mineral or part of the soil in the sense above indicated, then it clearly belonged to the owner of the inheritance as part of the inheritance itself. But if it ought to be regarded as a chattel, he held that the property in the chattel was vested in the plaintiff. He was entitled to the inheritance, and in lawful possession. He was in possession of the ground, not merely of the surface, but of everything that lay beneath the surface, down to the centre of the earth; and, consequently, was in possession of the boat. The principle of the decision of the court in *Reg.* v. *Rowe* (Bells C. C. 93) appeared to apply. There the question was whether the property in some iron lying at the bottom of a canal was well laid in the indictment in the canal company. The water had been taken out for the purpose of cleaning the canal, and the prisoner was indicted for stealing the iron, which had been dropped in by the owner. The court held that the canal company had a sufficient possession of the iron to support the indictment. If the fact of the iron having been left on the surface of the ground covered by water was sufficient to give, in law, possession of the chattel to the person in possession of the land, it appeared, *à fortiori*, to follow that the facts of the present case justified a decision that the plaintiff was in possession of the boat. For the boat was imbedded in the land; a mere trespasser could not have taken possession of it; he could only have come at it by further acts of trespass involving spoil and waste of the inheritance (*Bladen* v. *Higgs*, 13 C. B. N. S. 844 and 11 H. L. C. 621; and Holmes on the Common Law, p. 223). The plaintiff being thus in possession of the chattel, it followed that the property in the chattel was vested in him. Obviously the right of the original owner could not be established; it had for centuries been lost or barred, even supposing that the property had not been abandoned when the boat was first left on the spot where it was found. The plaintiff then had a lawful possession, good against all the world, and, therefore, had the property in the boat. In his opinion it made no difference in those circumstances that the plaintiff was not aware of the existence of the boat. The defendants' claim must then rest on the lease and what had been done or had occurred since it was granted, including the finding of the boat. By the mere demise the boat did not pass to the defendants, a lease being only a contract for the possession of the land: Bacon, Abr. Tit. Leases, 632. The license to excavate and remove the soil extended only to what was soil. If the boat was to be considered as a mineral, although that was not his opinion, it fell within the exception of minerals contained in the lease. If, however, the boat ought to be considered as a part of the soil by permanent fixture, or as a chattel, it was equally outside the contract in the lease, for it was unreasonable to infer that it was intended to be included in the lease. Further, if it ought to be regarded as a chattel, the defendants did not acquire any property in the chattel by the mere finding as against the plaintiffs, who were the owners of the chattel. The plaintiffs, therefore, were entitled to the boat, nor were the defendants entitled to the costs of recovering and taking care of the boat, for notice of the discovery did not appear to have been given to the plaintiffs.—COUNSEL, *Romer*, Q.C., and *S. Dickinson*; *Macnaghten*, Q.C., and *Nalder*.

ANDREWES *v.* UTHWATT—Chitty, J., 7th July.

R. S. C., 1883, XXXVI., 34—POSTPONEMENT OF TRIAL.

In this case an application was made by the plaintiff, under R. S. C., 1883, XXXVI., 34, for postponement of trial. The action involved questions as to the plaintiff's legitimacy. The writ was issued in March, 1885, issue joined in August, and the action set down in December for trial. It was now on the point of being heard with witnesses. The ground of the plaintiff's application was that, on the 9th of June, 1886, one of his witnesses handed him a document recently discovered, giving new information which would enable the plaintiff to obtain additional witnesses who would furnish important evidence, and that to find the witnesses further time was necessary. The defendants resisted the application, citing *Steuart* v. *Gladstone* (26 W. R. 277). CHITTY, J., said that in such applications he was disposed to adopt the ruling of Fry, J., in *Steuart* v. *Gladstone*, that the indulgence of postponing a trial should not be granted unless the applicant had shewn due diligence in making his application, and shewn some good and strong reason for postponement. The applicants had not moved until now, although the alleged cause of their moving at all was that something had been discovered on the 9th of June. The affidavit in support of the application made no special case, but was rather explanatory of the delay which had occurred, and he did not think that a postponement of the trial would be "expedient for the interests of justice" within the rule. If, however, he thought fit, he could adjourn the action at the trial. He would make the order that the defendants had offered—namely, for postponement until the 13th, but the motion would be refused, with costs in any event. —COUNSEL, *Romer*, Q.C., and *Swinfen Eady*; *Vaughan Hawkins*. SOLICITORS, *Gosnell*; *Trisden & Co.*

Re BARRINGTON, GAMLEN *v.* LYON—Kay, J., 24th, 29th June; 3rd July.

WASTE—TENANT FOR LIFE—MINERALS—TRESPASS—COMPENSATION—REMAINDERMAN.

In this case a question arose as to the respective interests of a tenant for life and a remainderman in certain moneys which had been recovered in respect of a trespass to mines, and also in moneys paid by way of compensation by a railway which owned the surface above some of the mines. F. L. Barrington, by his will, dated in 1876, devised certain coal mines of which he was the owner in fee, but was not owner of the surface above such mines, to trustees upon trust for the Dowager Viscountess Barrington for life without impeachment of waste, and after her death for the defendant, Francis Bowes Lyon, for life, without impeachment of waste, with limitations over. He died on the 15th of January, 1877, and Lady Barrington died on the 23rd of March, 1883. During her lifetime and after her death certain of the coal was got by the owners of neighbouring collieries by instroke from those collieries, such neighbouring owners having inadvertently thus trespassed beyond their boundary. The question was to whom the moneys recovered in respect of such trespass belonged. A further question also arose thus: A railway belonging to the North-Eastern Railway Co. passed over a portion of the mine. In June, 1884, the lessees gave to the railway company notice that they were desirous of working the coal lying under and adjoining a portion of the railway. A counter-notice was given, and eventually a compensation to be paid by the railway company was assessed at £514 17s. 11d., of which the lessor's proportion was to be £136 0s. 2d. KAY, J., said that, with regard to the first question, the point seemed to be completely determined by authority. No doubt, if a tenant for life who was impeachable of waste improperly committed waste by cutting trees or digging minerals, such trees or minerals, when severed, became at once the property of the owner of the first estate of inheritance *in esse*. His lordship referred to *Uvedall* v. *Uvedall* (2 Roll. Abr. 119); *Whitfield* v. *Bewit* (2 P. Wms. 239); *Bewick* v. *Whitfield*; *Pigot* v. *Bullock* (1 Ves. J. 484); *Anon.* (Moseley, 238); *Pyne* v. *Dor* (1 T. R. 55); *Bagot* v. *Bagot* (32 Beav. 509, 12 W. R. 35, and on appeal 33 L. J. Ch. 122n), and said that he was of opinion that the proceeds of the minerals worked during the respective lifetimes of Lady Barrington and the defendant belonged to her estate and to the defendant respectively. As to the other point, his lordship had to determine, under the 74th section of the Lands Clauses Act, who were entitled to the latter sum. Under that section it was the duty of the court to consider all the circumstances, and if the coal, for which compensation was thus recovered was of such an extent that by no possibility it could be gotten during the lifetime of the existing tenant for life, that might be a circumstance which the court might have to regard in determining the relative rights of the tenant for life and the remainderman; but nothing of that kind occurred here. His lordship,

therefore, held that the tenant for life was entitled to the £136 0s. 2d., being that part of the compensation which was allotted to the lessor.—Counsel, *Theobald; Sturges.* Solicitors, *Gamlen, Burdett, & Woodhouse; Western & Sons.*

Re NEW CITY CONSTITUTIONAL CLUB (LIMITED), *Ex parte* PURSSELL—Kay, J., 1st July.

Company—Winding up—Landlord—Distress for Rent—Goods of the Company taken in Execution by a Landlord not a Creditor of the Company—Companies Act, 1862, s. 163.

This was a motion in the winding up of the above company by the landlord of the premises in which the business had been carried on for leave to distrain for rent in arrear. The lease under which the rent had become in arrear was granted by the applicant to the City Constitutional Club, and contained a covenant against assignment without the applicant's consent. The City Constitutional Club was wound up, and its undertaking, business, and effects (including the lease) were purchased by the above company. The applicant was party to an agreement by which he recognized the purchase which had taken place, and the new company agreed to pay him the rent in arrear and also "all subsequent rent accruing due under the lease in manner therein provided." The new company was subsequently ordered to be wound up, but no assignment of the lease was made to them previously to the winding up. On behalf of the applicant it was contended that section 163 of the Companies Act, 1862, which enacts that, where any company is being wound up, any distress against the effects of the company after the winding up shall be void to all intents, had no application to a case in which the landlord sought to distrain not on the goods of a tenant company in liquidation, but on the goods of a company in liquidation who were in occupation of the property as under-tenants, or by some agreement with the original tenant, and that that was so even where the landlord had entered into an agreement with the company in liquidation, by virtue of which he could, if he liked, prove for the amount of the rent in the winding up, and in support of this proposition they referred to *Re Carriage Co-operative Supply Association* (31 W. R. 397, L. R. 23 Ch. D. 154). On behalf of the official liquidator it was submitted that the case relied on was an unsound decision, and could not be maintained. Kay, J., after referring to the special circumstances of the case, and stating that they shewed that the application (subject to certain limitations which he indicated) ought to be granted, referred to the judgment of the late Master of the Rolls in *Re Traders' North Staffordshire Carrying Co.* (23 W. R. 205, L. R. 19 Eq. 60), commenting on the previous decision of the Court of Appeal in *Re Lundy Granite Co.* (19 W. R. 609, L. R. 6 Ch. 462). His lordship said that it seemed to him, according to these comments of Sir George Jessel, that the Court of Appeal only decided that the section in question did not apply where the landlord had no right of proof against the company. However, he found a decision which he was not able to reconcile with that authority, because in *Re Carriage Co-operative Supply Association* most certainly that state of things did not exist. There the landlord was allowed to distrain although he had a right of proof, the facts being that, there being rent in arrear, and the company, as under-tenants of the landlord's lessee, having taken possession, the company gave the landlord a promissory note for the rent, so that he had a right of proof. But, notwithstanding that, the learned judge said that he could not deprive the landlord of his right of distress, and that if he were so to do he should be doing that which was inequitable. With very great deference, his lordship did not follow that reasoning. It would be inequitable if the court had not the power to do it. But the equity was that the landlord should not obtain an advantage over other creditors against whom he could prove in competition. The landlord in that case might have so proved. And if the court had any power to deprive him of the right of distress his lordship could not see how it would be inequitable to do so. However, he must treat that decision as binding upon him, and, therefore, it would seem that the applicant, although he had an agreement with the company that they should pay this rent, which was not due from them as rent, and although he could prove under that agreement in the winding up, was not to be deprived of his right of distress. Therefore, though upon reasoning which he could not altogether follow, he must hold that he could not interfere with the landlord's right. He must, therefore, grant the application.—Counsel, *Pearson*, Q.C., and *Hatfield Green; Hastings*, Q.C., and *Micklem; Phipson Beale.* Solicitors, *V. J. Chamberlain; May, Sykes, & Batten; Davidson & Morriss.*

JOHNSTON *v.* ENGLISH—North, J., 5th July.

R. S. C. 1883, XVII. 2, 4; XL. 1—Change of Parties—Death of Defendant after Notice of Trial—Procedure to Bind Representative.

In this case a question arose as to the proper procedure to make a judgment binding on the official receiver of the Court of Bankruptcy, who after the death of a defendant had been made a party to the action, and had appeared, but had not pleaded and did not appear at the trial. The original defendant was a trustee in a bankruptcy. Notice of trial was given, and the action was entered for trial. When it came into the paper for trial, it appeared that the defendant had recently died, and, on the plaintiff's application, the case was ordered to stand out of the paper. The plaintiff then amended the writ and the statement of claim by making the executors of the deceased defendant and the official receiver of the London Bankruptcy Court defendants, and suing them, and the plaintiff otherwise amended the statement of claim. The executors appeared and delivered a statement of defence; the official receiver appeared, but did not plead. On the application of the plaintiff the action was restored to the list for trial, and he gave written notice of this to the solicitors of the executors, and of the official receiver. When the action came on for trial the executors appeared by counsel, but the official receiver did not appear. On the evidence, North, J., held that the plaintiff was entitled to the relief which he claimed. It was suggested that the official receiver was sufficiently bound by the notice which had been served on him, though no new notice of trial had been given, and no notice of motion for judgment had been served on him. North, J., was of opinion that, unless a consent was produced on behalf of the official receiver, notice of motion for judgment must be served on him, he having been made a defendant.—Counsel, *Napier Higgins*, Q.C., and *Byrne; Decimus Sturges.* Solicitors, *G. Cordwell; John Fraser; W. W. Aldridge.*

BANKRUPTCY CASES.

Ex parte BROWN, *Re* SMITH—C. A. No. 1, 25th June.

Trustee in Bankruptcy—Personal Order to Pay Costs—Improper Rejection of Proof of Debt—Directions of Committee of Inspection—Bankruptcy Act, 1883, s. 89—Debtors Act, 1869, s. 27.

The question in this case was whether a trustee in bankruptcy ought to be ordered to pay costs personally, on the ground that he had improperly rejected a proof of debt tendered by a creditor. The executors of the bankrupt's father tendered a proof in the bankruptcy for £41,863 for money lent by the father to the bankrupt, and for money paid by the claimants, as executors of the father, under a guarantee given by him in respect of a debt due from the bankrupt. A schedule to the affidavit of the executors contained a statement of account, shewing how the £41 863 was arrived at. One of the items in the account was a sum of £49,178, which was described as an amount for which judgment had been signed in an action against the bankrupt by the executors, being for money lent to the bankrupt by the father. This judgment had been obtained by consent before the bankruptcy. The trustee in the bankruptcy rejected the proof as regarded the amount of the judgment debt, on the ground that the judgment was signed or entered up "under a judgment order made by consent given by the bankrupt in a personal action, and that, a copy of the order not having been filed as required by section 27 of the Debtors Act, 1869, the judgment, and any execution issued or taken out on it, was void." The committee of inspection appointed in the bankruptcy had directed the trustee to reject the proof. Cave, J., overruled the rejection of the proof, and ordered that the proof should "go back to the trustee to exercise his judgment thereon as presented upon the merits"; and he ordered that the trustee should personally pay to the executors their costs occasioned by the rejection, and that the amount of such costs should not be allowed to the trustee out of the bankrupt's estate. The Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) affirmed the decision, and ordered the trustee personally to pay the costs of the appeal. It was urged on behalf of the trustee that he had acted *bonâ fide*, and that he had, at the most, committed an error of judgment, and, moreover, that he was bound to obey the directions of the committee of inspection. Lord Esher, M.R., said that the claim of the executors to prove was clearly made in respect of the judgment, and also in respect of the consideration on which the judgment was founded. By inadvertence, after they had obtained the consent judgment, the executors failed to comply with the requirements of section 27 of the Debtors Act, and therefore it was impossible to say that it was a binding judgment on which execution could be issued. But before the judgment the bankrupt's consent to its being entered up had been given in respect of a claim made by the executors, as a legal claim on which they intended to insist, against the son for money advanced to him by his father. It was practically admitted that he had no defence to the claim. The trustee rejected the proof on the ground that the judgment was not binding. He had no other ground for so doing, except that particulars of the dates of the advances made by the father had not been furnished to him It was almost impossible that such particulars could be given after the father's death. Cave, J., held that the trustee ought to have investigated the original consideration, and that, in rejecting the proof when he had no real ground for suspicion, the trustee had acted frivolously; and, by insisting on the objection under the circumstances, he had wasted the bankrupt's assets, and ought, therefore, to pay costs personally. No doubt the judge had a discretion as to costs. But it was said that the trustee was bound to obey the directions of the committee of inspection. That argument came to this, that, however frivolous and nonsensical the view of the committee of inspection might be, the trustee was justified in acting upon it, and the judge had no discretion to order him to pay costs. That would be a monstrous conclusion. Section 89 of the Bankruptcy Act, 1883, said that, in the administration of the property of the bankrupt, and in the distribution thereof amongst his creditors, the trustee should have regard to any directions that might be given by the committee of inspection; but that did not justify him in acting in a way which the judge considered frivolous and vexatious and wasteful of the assets. He was not justified in so acting merely because the committee of inspection had told him to do it. However honest he might have been, in the sense that he had not acted with a view to his own advantage, he had taken an unreasonable course. This court could not overrule the exercise of the discretion of the judge as to costs unless they were perfectly satisfied that he was wrong. In the present case there was every reason for thinking that the judge was right. Bowen, L.J., said that the claim to prove was based on the judgment, and also on the debt. The trustee, because the judgment was invalid by reason of section 27 of the Debtors Act, instead of discussing the real merits of the case, rejected the whole claim. That was a most monstrous thing to do. The fact that the formalities required

by section 27 had not been complied with did not destroy the original rights of the creditors. Section 27 only said that the judgment could not be relied upon. If the judgment was to be treated as waste paper there were the merits behind it, and it was the duty of the trustee to investigate them. The suggestion that, because the committee of inspection chose to direct the trustee to adopt the course which he did, the court could not lay its hand upon him, would place the court at the mercy of the committee. His lordship had no hesitation in saying that the trustee ought to pay costs; indeed, he should not be sorry if there were a Draconian statute directing the court to inflict double costs in such a case. FRY, L.J., concurred. He did not say that the trustee had acted dishonestly, but he had acted unreasonably, and his conduct justified the court in visiting him with costs.—COUNSEL, *Cooper Willis*, Q.C., and *Sidney Woolf*; *Winslow*, Q.C., and *Wace*. SOLICITORS, *Munns & Longden*; *Law, Hussey, & Hulbert*.

THE MIDDLESEX REGISTRY CASE.

THE following judgment was delivered in this case (reported *ante*, p. 587):—A. L. SMITH, J.—This is an action brought to test the validity of certain claims made by the defendant, the registrar of deeds in the county of Middlesex, on behalf of himself and the Treasury, to fees amounting in all to 4s. 6d. for administering the oath and registering the memorial of a deed of 199 words in the registry of the said county. It was tried before the learned county court judge of the Clerkenwell County Court, who, with the exception of a sixpence claimed, gave judgment in favour of the defendant, allowing the claims. The facts are as follows: The plaintiff took to the registry office a deed containing 199 words to be registered pursuant to the 7 Anne, c. 20. Thereupon the defendant demanded the following fees: 1s. 6d. for the entry of the deed—it is conceded by both sides, and so held by the judge, that the proper fee for this was 1s., and not 1s. 6d., as demanded; the extra 6d. may, therefore, be dismissed from further consideration in this case—1s. 6d. for administering the necessary oath; 1s. for indorsing a certificate of the said oath upon the memorial and signing the same; and 1s. for the certificate indorsed upon the deed to the effect that it had been registered, which deed, so indorsed, was thereupon given out to the plaintiff. The services so charged for were rendered by the defendant. The question is whether any or all of the charges, amounting to 4s., were lawfully demanded by the defendant, and this depends upon the true construction of the 7 Anne, c. 20. By that Act, which was an Act for the public registering of memorials of deeds and other documents in the county of Middlesex, it was provided by section 1, unless such memorials be registered of deeds executed after the 29th of September, 1709, such deeds should be void against subsequent purchasers or mortgagees. By section 2 it was provided that a public office for registering such memorials should be established in some convenient office, to be provided by the registrars approved by the Act, in or near some of the inns of court or chancery, and, by the same section, it is further provided "that the said registrars or their deputies should well and truly do and perform all and every the matters and things intended by this Act to be done and performed." It should be noticed that the office is to be found at the expense of the registrars. By section 5 it was enacted that every memorial to be entered and registered should be put into writing and brought to the office, and, in the case of deeds, should be under the hands and seal of some or one of the grantors, or some or one of the grantees, attested by the witnesses, one whereof to be one of the witnesses to the execution of the deed, which witness, says the section, shall, upon his oath before one of the said registrars, or before a master in Chancery, ordinary or extraordinary, prove the signing and sealing of such memorial, which oath the registrars and masters in chancery are hereby empowered to administer, and shall indorse a certificate thereof on every such memorial and sign the same. By section 6 it is enacted that every deed of which such memorial is so to be registered shall be produced to the registrars at the time of entering such memorial, who shall indorse a certificate on such deed and thereon mention the day, hour, and time on which such memorial is so entered or registered, expressing also in what book, page, and number the same is entered. Section 11 is as follows:—"And be it further enacted that every such registrar shall be allowed for the entry of every such memorial as is by this Act directed the sum of 1s. and no more, in the case the same do not exceed 200 words, but, if such memorial shall exceed 200 words, then after the rate and proportion of 6d. a hundred for all the words contained in such memorial over and above the first 200 words, and the like fees for the like number of words contained in every certificate or copy given out of the said office and no more, and for every search in the said office 1s. and no more. There were other sections referred to in the argument which need not be set forth further here. Mr. Reid, on behalf of the plaintiff, contended that the defendant, for the whole of the services he rendered in the present case, was only entitled to the sum of 1s., and no more, the memorial not exceeding 200 words. He contended that when a public servant was directed by statute to do specific work he could only get the remuneration for the work so rendered which the statute ordained that he should have, and he cited, amongst other cases, *Jones* v. *The Mayor of Carmarthen* (8 Meeson & Welsby, p. 605), in his behalf. He contended that upon the true construction of the statute of Anne the registrar was only entitled to charge the fees prescribed by section 11. It is true that that section enacts that for entry of every memorial, if under 200 words, he was to have 1s. and no more, and that for every certificate given out of the office, if under 200 words, he was to have 1s. and no more, and also for every search the sum of 1s. and no more. But what about the administering of the oath as prescribed by section 5, without which the memorial could not be registered at all? By section 5 it is manifest that that oath may be taken either before one of the registrars or before a master in chancery ordinary or extraordinary. It must be taken before one or the other. If taken before a master in chancery it is admitted that the 1s. 6d. fee could be lawfully charged. No one disputes this, and it was not disputed at the bar. It was, however, said if taken before the registrar no fee could be demanded, Why? Because, says the plaintiff, it is covered by section 11, but the first answer, as it appears to us, is that section 11 in no way deals with the administering of the oath. It is section 5, and that alone, which deals with this. If, then, the master in chancery administering the oath under section 5 is entitled to the 1s. 6d., why is not the registrar when he performs the same act? It is contended he is not, because it is argued that the word "entry," in section 11, covers and includes the administering of the oath. But is this so? Until the oath is taken there is to be no entering of the memorial at all. In our judgment the word "entry," in section 11, does not include the act of administering of the necessary oath to the requisite party, and we are against the plaintiff as to this. It seems to us, too, as was said by the learned county court judge that it would be a strange anomaly to hold that the charge of the registrar should be precisely the same whether the necessary oath was administered by the master and paid for to him, or whether it was administered by the registrar himself. In our judgment section 11 is not exhaustive of all the fees the registrar is entitled to, and the defendant is entitled, by the statute of Anne, to charge for administering the oath, and there is no doubt that the 1s. 6d. is a reasonable sum so to charge: see the order as to Supreme Court fees of 1884, under oaths. Now as to the fee of 1s. for indorsing the certificate of the oath upon the memorial and signing the same, as required by section 5. The charge, as it seems to us, may be supported upon the grounds above-mentioned as to the 1s. 6d. Now as to the fee of 1s. for the certificate indorsed upon the deed to the effect that it had been registered, which deed, so indorsed, was thereupon given out of the office to the applicant pursuant to section 6. In our judgment the 1s. (and also the 1s. for indorsing the certificate of the oath upon the memorial) can be supported upon the ground that it comes within the very terms of section 11—namely, "every certificate or copy given out of the said office." It was argued that the certificate mentioned in this section could not mean the certificate we are now dealing with, because the section contemplated certificates of some length and possibly of more than 200 words, and it was suggested that the certificate contemplated in the section was the certificate mentioned in section 19. We do not agree. The words of section 11 are, "Every certificate given out of the office," and, in our judgment, include all sorts of certificates, long and short, and of whatever length, given out of the office. We should notice also that, although the practice as to the taking of the fees by the office has not been uniform, yet evidence was given that undoubtedly shewed that the case now made by the plaintiffs—viz., that the whole of the work executed by the defendant was to be done for 1s.—was not the course of practice as it has existed for nearly a century and a half. It is true that the fees taken do not tally exactly with those now claimed; but good reason, as it seemed to us, was given by Mr. Channell to account for this, to which we need not now allude, for, as it will appear from the above, we do not found our judgment upon any contemporaneous exposition of the statute of Anne, but all we say is that, if the evidence given in this case is to be looked at at all, in our judgment it is much more in favour of the defendant's contention than that of the plaintiffs'. Fees from time immemorial largely in excess of the plaintiffs' contention have been taken in the office, though not, as it would appear, identical with those now claimed. In our judgment the learned county court judge arrived at a correct decision; we affirm him, and give judgment for the respondent, with costs. My brother Mathew agrees in this judgment.

LEGAL APPOINTMENTS.

MR. GEORGE HENRY PROCTOR STREET, solicitor (of the firm of Street & Poynder), of 27, Lincoln's-inn-fields, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. DAVID LONG PRICE, solicitor, of Lampeter and Talley, has been elected County Treasurer for Carmarthenshire. Mr. Price was admitted a solicitor in 1855. He is registrar of the Lampeter County Court and clerk to the county magistrates for the Llandovery Division.

MR. REES JOHN THOMAS RHYS, solicitor (of the firm of Morgan & Rhys), of Pontypridd, Ystrad, and Treherbert, has been elected Coroner for the Northern Division of Glamorganshire, in succession to the late Mr. Thomas Williams, of Merthyr Tydvil. Mr. Rhys was admitted a solicitor in 1883.

MR. DAVID BRAND, advocate, Sheriff of Ayrshire, has been appointed a Commissioner under the Crofters' Holdings (Scotland) Act, 1886.

MR. SEPTIMUS JAMES THORP, solicitor, of Bury, Lancashire, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. JAMES FRANCIS GARRICK, Q.C., C.M.G., has been created a Knight Companion of the Order of St. Michael and St. George. Sir J. Garrick is the second son of Mr. James Francis Garrick, of Sydney. He was called to the bar at the Middle Temple in Trinity Term, 1873. He became a Queen's Counsel for Queensland in 1882, and he was Minister of Lands in that colony in 1878, and Postmaster-General in 1883. Sir J. Garrick became Agent-General for Queensland in 1884, and he is executive commissioner for the colony at the Colonial and Indian Exhibition.

Mr. Henry Matthews, Q.C., who has been elected M.P. for the Eastern Division of the borough of Birmingham in the Conservative interest, is the only son of Mr. Henry Matthews, a puisne judge of the Supreme Court of Ceylon, and was born in 1826. He was educated at University College, London, and he graduated at the University of London B.A. in 1847, and LL.B. in 1849. He was called to the bar at Lincoln's-inn in Easter Term, 1850, and he is a member of the Oxford Circuit. Mr. Matthews became a Queen's Counsel in 1868. He is a bencher of Lincoln's-inn, and he was M.P. for Dungarvan from 1868 till 1874.

Mr. William Court Gully, Q.C., who has been elected M.P. for the city of Carlisle as a Gladstonian Liberal, is the second son of Dr. James Manby Gully, and was born in 1835. He was educated at Trinity College, Cambridge, where he graduated in the first class of the Moral Sciences Tripos in 1856. He was called to the bar at the Inner Temple in Hilary Term, 1860, and he is a member of the Northern Circuit. Mr. Gully became a Queen's Counsel in 1877. He is recorder of Wigan and a bencher of the Inner Temple.

Mr. Sydney Gedge, solicitor (of the firm of Gedge, Kirby, & Millett), of 1, Old Palace-yard, who has been elected M.P. for the borough of Stockport in the Conservative interest, is the eldest son of the Rev. Sydney Gedge, and was born in 1829. He was educated at Birmingham Grammar School and at Corpus Christi College, Cambridge, and he was admitted a solicitor in 1856. He is solicitor to the School Board for London.

Sir Albert Kaye Rollit, solicitor, LL.D., of 12, Mark-lane and of Hull, who has been elected M.P. for the Southern Division of the borough of Islington in the Conservative interest, is the son of Mr. John Rollit, solicitor, of Hull, and was born in 1842. He was educated at King's College, London, and he graduated at the University of London B.A. in 1863, and LL.D. in 1866. He was admitted a solicitor in 1863, and he is in partnership with his younger brother, Mr. Arthur Rollit. He was for several years registrar of the Hull County Court. He is a member of the council of the Incorporated Law Society and an alderman for the borough of Hull. He has served the office of sheriff of Hull, and he has been twice elected mayor. He received the honour of knighthood in 1885, when chairman of the Executive Committee for Celebrating the Jubilee of Municipal Corporations.

Mr. Augustus Frederick Godson, barrister, who has been elected M.P for the borough of Kidderminster in the Conservative interest, is the eldest son of Mr. Septimus Holmes Godson, barrister, and was born in 1836. He was educated at King's College School and at Queen's College, Oxford, and he was called to the bar at the Inner Temple in Michaelmas Term, 1859. Mr. Godson is a member of the Oxford Circuit.

Mr. Frederick Harold Kerans, barrister, who has been elected M.P. for the city of Lincoln in the Conservative interest, is the second son of Mr. Lyon Kerans, of Rotherham, and was born in 1849. He was educated at Rugby. He was called to the bar at the Inner Temple in Easter Term, 1874, and he is a member of the Midland Circuit.

Mr. Joshua Rowntree, solicitor (of the firm of Drawbridge & Rowntree), of Scarborough, who has been elected M.P. for the borough of Scarborough as a Gladstonian Liberal, is the son of Mr. John Rowntree, of Scarborough. He was born in 1844 and he was admitted a solicitor in 1866. Mr. Rowntree is a magistrate for Scarborough, and he was elected mayor of the borough in November, 1885. He is in partnership with Mr. Charles Drawbridge, the Official Receiver in Bankruptcy for the Scarborough district.

Mr. Robert Grant Webster, barrister, who has been elected M P. for the Eastern Division of the borough of St. Pancras in the Conservative interest, is the only son of Mr. Robert Webster, of Montrose, and was born in 1845. He was educated at Radley College and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1869, and he has practised on the Northern Circuit, and at the parliamentary bar. Mr. Webster is a magistrate for the county of Middlesex, and a member of the Metropolitan Board of Works.

Mr. Charles Algernon Whitmore, barrister, who has been elected M.P. for the borough of Chelsea in the Conservative interest, is the eldest son of the late Mr. Charles Shapland Whitmore, judge of the Southwark County Court, and was born in 1851. He was educated at Eton and at Balliol College, Oxford, where he graduated first class in Jurisprudence in 1874, and he was afterwards elected a fellow of All Souls' College. He was called to the bar at the Middle Temple in January, 1876, and he is a member of the Oxford Circuit.

Mr. Douglas Harry Coghill, barrister, who has been elected M.P. for the borough of Newcastle-under-Lyme as a Unionist Liberal, is the second son of Mr. Harry Coghill, of Newcastle-under-Lyme, and was born in 1850. He was educated at Cheltenham College and at Corpus Christi College, Oxford. He was called to the bar at the Inner Temple in October, 1876, and he is a member of the Oxford Circuit.

DISSOLUTIONS OF PARTNERSHIPS, &c.

Charles Bevan and Charles Robert Hancock, solicitors, Bristol. June 30. The business will be carried on henceforth by the said Charles Robert Hancock alone, under the same style or firm of Bevan & Hancock.

James Radford and Francis John Radford, solicitors (Radford & Son), Newcastle-upon-Tyne. June 24. The said business will be carried on from the date hereof by the said Francis John Radford solely.

[*Gazette*, July 2.]

George Martin Hughes, Ayerst Hooker, Mark Noble Buttanshaw, and Carter Thunder, solicitors, 26, Budge-row. Dec. 31. The business will be carried on at the above address by Ayerst Hooker, Mark Noble Buttanshaw, Carter Thunder, and George Charles Hughes, under the style or firm of Hughes, Hooker, & Co.

Charles Edwards Freeman, Thomas Harry Dicker, and Charles Radford Freeman, solicitors (Freeman & Dicker), 20, Gutter-lane, Cheapside. July 1. Charles Edwards Freeman and Charles Radford Freeman will continue the practice under the present style or firm of Freeman & Son.

Charles Dalton Woolley and Frederick James Hughes, solicitors (Woolley & Hughes), 2, Great Winchester-street. June 30.

[*Gazette*, July 6.]

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The under-mentioned gentlemen were on Wednesday called to the bar:—

Lincoln's-inn.—James Herbert Bakewell (studentship in jurisprudence and Roman civic law, C.L.E. Trinity Term, 1884, Lincoln's-inn scholarships in common law, 1884, real and personal property law, 1885, and equity, 1886, and holder of the Barstow Scholarship, 1886), of the University of London; Frank St. Clair Grimwood, M.A., Oxford; Arthur Macnamara, B.A., Cambridge; Satyendra Prasanna Sinha (Lincoln's-inn scholarships in common law, 1884, equity, 1885, and international and constitutional law, 1886); Trevitt Reginald Hine-Haycock, B.A., Oxford; Alfred Pattullo (Lincoln's-inn scholarships in equity, 1884, and common law, 1885), B.A., Cambridge; Mahomed Hameed-Ullah, B.A., Cambridge; William Cameron Gull, B.A., Oxford (Vinerian Law Scholar, 1882); Henry Sims Smith, B.A., Cambridge; Arnold Luis Mumm, B.A., Oxford; Charles Edward Sismey; Charles Herrman Oertel; William Fletcher Moore Patten, B.A., LL.B., M.B., B.Ch., Dublin; Charlton Swinhoe; and Robert Frost, B.Sc., London.

Inner Temple.—Peter Yeames Gowlland, B.A., Oxford (holder of a second-class studentship, awarded Trinity, 1885); Charles Astley Lamb, B.A., Cambridge; Herbert John Whittle, B.A., Cambridge; William Hepworth Mercer, B.A., Oxford (holder of a scholarship in real property law, awarded February, 1885); George Brown Studd, LL.B., Cambridge; Richard Sheil; Ibrahim Ahmed, Oxford; John Herbert Greenhalgh, B.A., Cambridge; Cotterell Egerton Ward Boughton Leigh, M.A., LL.M., Cambridge; Robert Hugh Wallace, B.A., Oxford; James George Walker, B.A., Oxford; Hugh Ruscombe Carver, M.A., Oxford; Henry Minshull Stockdale, B.A., Cambridge; Reginald Arbouin Nelson, B.A., LL.B., Cambridge; Douglas Lyon Holme, LL.B., Cambridge; Adhar Singh Gour, B.A., LL.B., Cambridge; James Simpson, B.A., Cambridge, Herbert Holman, M.A., LL.B., Cambridge (holder of a scholarship in common law, awarded July, 1885); Theophilus Basil Percy Levett; Michael Henry Temple, B.A., Oxford; Edmund Lennard Deacon Grant, B.A., Oxford; Herman George Gwinner, B.A., Cambridge; Smithett Shipden Brinsley Sheridan; Albert Thomas Carter, M.A., B.C.L., Oxford; Charles Edward Stewart, B.A., Oxford; James Oswald Fairfax, B.A. Oxford; Benjamin Atkinson Ross, B.A., Oxford; Francis Hughes-Gibb, M.A., Cambridge; Hugh M'Lachlan; Cecil Smith, B.A., Oxford; Walter Agnew, LL.B, Cambridge; Samuel Henry Emanuel, B.A., LL.B., Cambridge; Robert Stansfield Herries, B.A., Cambridge; Edward Chandos Cholmondeley, B.A., Oxford; Arthur Chilton Thomas London; William Anderton Brigg, B.A., LL.B., Cambridge; Frederick Augustus Shafto Steele, B.A., Oxford; Halford John Mackinder, B.A., Oxford; Thomas Hollis Walker, B.A., Oxford; Sydney Ernest Lamb, B.A., Cambridge; Albert de Clanay Rennick; and Ponnambalam Rámanáthan, member of the Legislative Council of Ceylon and Advocate of the Supreme Court of the Island of Ceylon.

Middle Temple.—Frederic William Hardman, LL.B., London University, Roman lawstudentship, 1884; John Wynford Philipps, M.A., Oxford University; Valentine Edward Beldam, M.A., New College, Oxford; Lowranco Edye, Captain, Royal Marines; Tahrir Uddin Ahmed; Edward Steward Reynolds, B.A., Emmanuel College, Cambridge; Francis James Stopford, late Lieutenant 52nd Light Infantry; Sydney Low; Vinayak Ganpatrao Kothare, Bombay University; Alexander Archer, LL.B., Cambridge University; William Hammon Devenish, B.A., Oxford University; Ralph Robert Lumley; Charles Wilson, Bengal Civil Service; Edwin Joseph Bell Lawrence, of the University of London; George Henry Knott, M.A., Edinburgh University; Victor Polydore Fevez; Charles Smith Magee, Exeter College, Oxford, B.A.; Lawson Niven Peregrine; Satza Ranjan Dás, B.A., Emmanuel College, Cambridge; Peter Bunten Tapsell; John Humphreys Gretton, LL.B., B.A., Jesus College, Cambridge; Fedor Andrew Satow, B.A., Jesus College, Cambridge; Arion George Christopher; George Oliver Bellewes, B.A., Brasenose College, Oxford, Middle Temple Real and Personal Property Law Scholar; Harold Edmond Petherick, Melbourne University; Nagendra Nath Dé, Calcutta University; Alfred Patten Thomas, LL.B., B.A., University of London; Frank Lambert Dobson, Frederick Smith.

Gray's-inn.—Thomas Moffitt Stevens, Christ Church, Oxford, M.A. B.C.L. (first class studentship in jurisprudence and Roman civil law, 1885, Hilary); Thomas Duncombe Mann, of the University of London; James Charles Gordon, St. Mary Hall, Oxford.

The following scholarships have been awarded to students of the

Middle Temple:—Real and Personal Property (Examiner, the Hon. the Vice-Chancellor Henry Fox Bristowe, treasurer of the Middle Temple).—James S. Seaton, a first-class scholarship of 100 guineas; George O. Bellewes, a second-class scholarship of 30 guineas. Common and Criminal Law (Examiner, his Honour Judge Prentice, Q.C.).—Moung Kyaw, a first-class scholarship of 100 guineas; W. N. Watts, a second-class scholarship of 30 guineas; Horace E. Miller, the Campbell-Foster prize, value 10 guineas. Equity (Examiner, Mr. William Speed, Q.C.).—D. S. Henry, a first-class scholarship of 100 guineas; J. M. Paterson, a second-class scholarship of 30 guineas. International and Constitutional Law (Examiner, Mr. John Hosack).—John R. M'Ilraith, a first-class scholarship of 100 guineas; Chan Toon, a second-class scholarship of 30 guineas.

OBITUARY.

MR. CHARLES BRADSHAW.

Mr. Charles Bradshaw, solicitor, of Nottingham, died on the 19th ult., after a lingering illness. Mr. Bradshaw was the son of Mr. Job Bradshaw, solicitor. He was born at Nottingham in 1848, and was educated at Lancing College. He served his articles with Messrs. Brewster & Son, of Nottingham, and with Messrs. Taylor, Hoare, Taylor, & Box, of Great James-street. He was admitted a solicitor in 1870, and after having been for a short time a clerk in the office of Mr. Arthur Cheese, of Kington, he returned to Nottingham, where he practised until his health failed a few months ago. Mr. Bradshaw was for twelve years acting under-sheriff for Nottinghamshire, and he was for some time clerk to the Sneinton School Board.

MR. LUKE THOMPSON.

Mr. Luke Thompson, solicitor, of York, died at Matlock on the 29th ult., at the age of seventy-nine. Mr. Thompson, who was one of the oldest members of the profession in Yorkshire, was born in 1807. He was admitted a solicitor in 1832, and for considerably over half-a-century he had conducted an extensive practice at York. He was associated in partnership with his son, Mr. William Thompson, who was admitted a solicitor in 1858. Mr. Thompson was solicitor to the York Permanent Benefit Building Society and secretary and treasurer to the Ouse Navigation Company.

LEGAL NEWS.

The Secretary of State has appointed a committee to consider the provision which should be made in the courts of assize and quarter sessions for the accommodation of prisoners awaiting trial. The committee consists of Mr. Justice Wills, Sir Robert Fowler, M.P., Colonel Sir E. F. Du Cane, K.C.B., R.E., Mr. W. Lowndes, and Mr. T. Evans. Mr. Barrington Simeon will act as secretary.

The Dublin correspondent of the *Times* says:—"The attention of the council of the Irish Incorporated Law Society having been directed to the appearance of an English solicitor at a Board of Trade inquiry in Belfast, a case was submitted to the Attorney-General for Ireland, who has given his opinion that the solicitor had no legal *status* to be heard if an objection was made, and the secretary of the council was directed to communicate with the solicitor calling his attention to the 46th section of the Attorney's and Solicitors' Act, 1866, under which he had rendered himself liable to a penalty of £50 as well as the other penalties therein mentioned.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., July 12	Mr. Ward	Mr. Carrington	Mr. Beal	Mr. Clowes
Tuesday ... 13	Pemberton	Jackson	Leach	Koe
Wednesdy. 14	Koe	Carrington	Beal	Clowes
Thursday .. 15	Clowes	Jackson	Leach	Koe
Friday 16	Jackson	Carrington	Beal	Clowes
Saturday .. 17	Carrington	Jackson	Leach	Koe

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Stirling.
Monday, July 12	Mr. Pugh	Mr. Pemberton	Mr. King
Tuesday 13	Lavie	Ward	Farrer
Wednesday 14	Pugh	Pemberton	King
Thursday 15	Lavie	Ward	Farrer
Friday 16	Pugh	Pemberton	King
Saturday 17	Lavie	Ward	Farrer

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FLOYD CAB COMPANY, LIMITED.—Petition for winding up, presented June 25, directed to be heard before Bacon, V.C., on July 10. Bilney, Salisbury sq, solicitor for the petitioners

NAVAL AND MILITARY PUBLISHING COMPANY, LIMITED.—Petition for winding up, presented July 1, directed to be heard before Kay, J., on Saturday, July 10. Norton and Co, Coleman st, solicitors for the petitioners

ST. HELEN'S COAL AND CLAY COMPANY, LIMITED.—Kay, J., has fixed July 12 at 11, at the Royal Courts, for the appointment of an official liquidator

[*Gazette*, July 2.]

MONT DORE OF BOURNEMOUTH, LIMITED.—Kay, J., has, by an order dated June 21, appointed Roderick Mackay, 3, Lothbury, to be official liquidator

SHEATHER, SONS, AND CO., LIMITED.—Chitty, J., has fixed Friday, July 16 at 12, at his chambers, for the appointment of an official liquidator

WEST OF ENGLAND SHIPPING COMPANY, LIMITED.—By an order made by North, J., dated June 26, it was ordered that the company be wound up. Thomas and Hick, Cannon st, solicitors for the petitioner

[*Gazette*, July 6.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

STEAMSHIP "OXENHOLME" COMPANY, LIMITED.—By an order made by Bristowe, V.C., dated June 1, it was ordered that the company be wound up. Evans and Co, Liverpool, solicitors for the petitioners

[*Gazette*, July 2.]

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

GREAT WEST SHEPHERDS, LIMITED.—By an order made by the Vice-Warden, dated June 28, it was ordered that the voluntary winding up of the company be continued. Hodge and Co, Truro, agents for Whitfield, Finsbury pavement, solicitor for the petitioner

[*Gazette*, July 6.]

UNLIMITED IN CHANCERY.

WEST DEVON GREAT CONSOLS MINE.—By an order made by the Vice-Warden, dated June 28, it was ordered that the company be wound up. Hodge and Co, Truro, solicitors for the petitioner

[*Gazette*, July 2.]

FRIENDLY SOCIETIES DISSOLVED.

AMICABLE SOCIETY, Church House Inn, Holne, Devon. July 1

BIRMINGHAM SCOTTISH PROVIDENT SOCIETY, 94, Camden st, Birmingham. July 1

MILL HILL AND HENDON PROVIDENT INSTITUTION, Mill Hill National School-room, Mill Hill, Hendon. July 1

[*Gazette*, July 6.]

SUSPENDED FOR THREE MONTHS.

PETERBOROUGH WIDOW AND ORPHANS' FUND OF THE I.O.O.F.M.U. FRIENDLY SOCIETY, District Lodge Room, Falcon Hotel, Peterborough. July 3

[*Gazette*, July 6.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP 36.

LAST DAY OF CLAIM.

BOULTBEE, HARRIETTE CLARISSA, Egremont, Chester. July 31. Logan and Co, Liverpool

BURGESS, HENRY, Whittlesey, Isle of Ely. July 21. Peed, Whittlesey, nr Peterborough

COLSON, EMILY, Brentwood, Essex. July 24. Postans and Landons, Brentwood

COOKE, WILLIAM, Norwich, Chemist. Aug 1. Winter and Francis, Norwich

COOMBS, MONCKTON NOWELL, Tunbridge Wells, Lieutenant. Aug 24. Annie Maria Williamson, Frant rd, Tunbridge Wells

CROALL, Rev WILLIAM ALEXANDER STABLES, Leeds. Aug 19. Wigin, Leeds

CRUMP, ANNE OLIVER, Grosvenor pl, South Cheltenham. Aug 3. Bruce Billings, Cheltenham

DAWSON, ABRAHAM, Borough High st, Southwark, Railway Carrier. July 31. Simpson and Co, Three Crown sq, Southwark

DAWSON, THOMAS, Bury, Railway Inspector. July 26. Grundy, Bury

DODGSON, ELIZABETH, Chorlton upon Medlock, Manchester. July 31. Smith and Co, Manchester

EDEN, CHARLES PAGE, Aberford, York, Clerk in Holy Orders. July 31. Jones and Piercy, Leeds

EDWARDS, Sir HENRY, Bart, C.B., Pye Nest, Halifax. Oct 1. Walker, Halifax

FLINT, FREDERICK, Newgate st, Stationer. July 31. Stocken, Lime st

FROST, ROBERT, Newbury, Berks, Gardener. Aug 1. Bazett, Newbury

HALL, HARLE, Newcastle upon Tyne, Brush Manufacturer. Aug 10. Dickinson and Miller, Newcastle on Tyne

HARPER, JULIA, Addison rd, Kensington. Aug 31. Miller and Son, Savile row, Burlington gdns

HORTON, ELIZA, North Auston, York. July 31. Burdekin and Co, Sheffield

JONES, WILLIAM, Liverpool, Plumber. Aug 3. Pride and Dodgson, Liverpool

LANGLANDS, JAMES, Newcastle upon Tyne, Retired Hosier. Aug 1. Bird, Newcastle upon Tyne

MACLEOD, CHARLES, St Ann's villa, Notting hill, Captain. Aug 11. Minet and Co, King William st

MOSSMAN, GEORGE ROBERT, Bradford, York, Solicitor. July 21. Mossman and Rawson, Bradford

NANKIVELL, CHARLES EDWARD, Saint Austell, Cornwall, Solicitor. July 31. Coode and Co, Saint Austell

PENROSE, JOHN WILLIAMS, Manchester, Merchant. July 31. Fox, Manchester

ROBINSON, Sir WILLIAM ROSE, Norfolk sq, Hyde park, K.C.S.I. Aug 7. Francis and Johnson, Austin Friars

SKEELS, WILLIAM, Barrow in Furness, Cab Proprietor. July 12. Major, Barrow in Furness

SPRINGTHORPE, WILLIAM WARREN, Morcott, Rutland, Farmer. Aug 13. Hodgkinson, Uppingham

THOMAS, ANNE, Melcombe pl, Dorset sq. Aug 2. Taylor and Co, Bradford

THOMPSON, HENRY JAMES, Upper Walmer, Kent, Gent. July 26. Knocker, Dover

WARTENBERG, MARTHA, Manchester. July 31. Simpson and Aspland, Manchester

WATSON, ROBERT TWELLS, Jewin crescent, Merchant. Aug 2. Sturt, Ironmonger lane

WILMOT, ROBERT CHARLES, Woolley, near Wakefield, Esq. Aug 15. Wilson and Leatham, Wakefield

WILSON, EDWARD, Belford, Northumberland, Gent. July 20. Weatherhead, Berwick upon Tweed

WOTTON, GEORGE BROWN, Plymouth, Gent. July 31. Gidley and Son, Plymouth

[*Gazette*, June 29.]

SALES OF ENSUING WEEK.

July 13.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Estates (see advertisements, June 5, p. 6, and July 3, p. 4).
July 14.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2 p.m., Freehold Property (see advertisement, this week, p. 4).
July 14.—Messrs. WARD & CLARKE, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, this week, p. 3).
July 15.—Mr. ALEXANDER SHIBER, at the Mart, at 1 p.m., Reversions (see advertisement, this week, p. 3).
July 16.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 3).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

HICKS.—July 1, at 20, Lupus-street, S.W., the wife of A. Braxton Hicks, barrister-at-law and Coroner for Surrey, of a daughter.

MARRIAGE.

REID—TURNER.—July 1, at St. Mary Abbott's, Kensington, William Erskine Reid, B.A., LL.M., barrister-at-law, to Jane Agnes Louise Turner, daughter of George D. Turner, of Norwood.

DEATHS.

BRAITHWAITE.—July 3, at 5, Kirkstall-road, Streatham-hill, Thomas Wolfe Braithwaite, for 40 years in the Record and Writ Clerks' Office, aged 66. Friends will kindly accept this intimation.

KAYE.—June 30, at the Wilderness, Pinner, James Kaye, of the Middle Temple, barrister-at-law, aged 55.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.
Under the Bankruptcy Act, 1869.

TUESDAY, July 6, 1886.

Wardroper, Edwin, Chichester, Sussex, Major. July 1

THE BANKRUPTCY ACT, 1883.

FRIDAY, July 2, 1886.

RECEIVING ORDERS.

Allin, William, Derby, Livery Stable Keeper. Derby. Pet June 29. Ord June 30. Exam July 10
Babbs, Samuel, Oldbury, Edge Tool Cutler. Oldbury. Pet June 28. Ord June 28. Exam July 19 at 11
Barlow, Thomas, and Mary Barlow, Macclesfield, out of business. Macclesfield. Pet June 26. Ord June 26. Exam July 20 at 11
Barwick, Thomas, Brunswick terr, Camberwell rd, Livery Stable Keeper. High Court. Pet June 24. Ord June 29. Exam Aug 4 at 12 at 34, Lincoln's inn fields
Belcher, William John, Summertown, Oxfordshire, Draper. Oxford. Pet June 28. Ord June 29. Exam July 29
Boughton, Emanuel, New Lenton, Nottingham, Grocer. Nottingham. Pet June 28. Ord June 28. Exam July 13
Brandon, Jonathan, Sinclair rd, Kensington, Gent. High Court. Pet June 11. Ord June 29. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields
Bray, Edmond Selwyn, Smart's bldgs, Holborn, Mineral Water Manufacturer. High Court. Pet June 11. Ord June 29. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields
Brewerton, Joseph, and John William Wright Hampson, Castleford, Cabinet Makers. Wakefield. Pet June 30. Ord June 30. Exam Aug 5
Briggs, John Shorrock, Over Darwen, Lancashire, Plumber. Blackburn. Pet June 28. Ord June 28. Exam July 27 at 11.30 at County Court house, Blackburn
Brown, William, North Shields, Boot Dealer. Newcastle on Tyne. Pet June 28. Ord June 28. Exam July 8 at 11.30
Campbell, Colin, and Alfred Rome, Birmingham, Wire Drawers. Birmingham. Pet June 29. Ord June 29. Exam July 28 at 2
Canning, George, Newcastle on Tyne, Birmingham Warehouseman. Newcastle on Tyne. Pet June 28. Ord June 28. Exam July 8
Darken, James, Norwich, Music Seller. Norwich. Pet June 29. Ord June 30. Exam July 14 at 12 at Shirehall, Norwich Castle
Davies, John, Llanrhaidr yn Mochnant, Montgomeryshire, Farmer. Newtown. Pet June 11. Ord June 30. Exam July 22
Ede, George Steer, Worthing, Greengrocer. Brighton. Pet June 30. Ord June 30. Exam July 22 at 11
Edmonds, Richard, Sunbury, no occupation. Kingston, Surrey. Pet June 8. Ord June 28. Exam Aug 6
Firth, Josiah, Chester, Salt Manufacturer. Nantwich and Crewe. Pet June 28. Ord June 28. Exam July 14 at 11.30 at Nantwich
Follows, Thomas William, York, Ticket Writer. York. Pet June 29. Ord June 29. Exam July 30 at 11.30 at Guildhall, York
Garrett, William, Hertford, Watch Maker. Hertford. Pet June 28. Ord Juue 28. Exam July 21 at 12 at Shirehall, Hertford
Glover, Henry, Sheffield, Builder. Sheffield. Pet June 30. Ord June 30. Exam July 22 at 11.30
Griffin, Thomas, Derby, Timber Merchant. Derby. Pet June 17. Ord June 29. Exam July 10
Grundy, Thomas, Brockley, Kent, Builder. Greenwich. Pet June 11. Ord June 29. Exam July 27 at 1
Hallett, Thomas, and Nathaniel Hallett, Pembury, Kent, Farmers. Tonbridge Wells. Pet June 30. Ord June 30. Exam Aug 5
Hastings, George, Knapton, Norfolk, Plumber. Norwich. Pet June 19. Ord June 28. Exam July 14 at 12 at Shirehall, Norwich Castle
Hey, John, Honley, Yorks, Florist. Huddersfield. Pet June 29. Ord June 29. Exam July 12 at 11
Hitchings, Henry, Pembroke, Saddler. Pembroke Dock. Pet June 30. Ord June 30. Exam July 21 at 11.30 at Temperance Hall, Pembroke Dock
Jones, Eliezer, Bethesda, Carnarvonshire, Painter. Bangor. Pet June 29. Ord June 29. Exam Sept 2 at 11 at Court house, Bangor
Kidd, Alfred, Frizinghall, Bradford, Painter. Bradford. Pet June 28. Ord June 28. Exam July 20
Knott, James, Gt Grimsby, Smackowner. Gt Grimsby. Pet June 29. Ord June 29. Exam July 21 at 11 at Townhall, Grimsby
Laine, Thomas Hamelin, and Harry Churchill Longman, Southwark st, Borough, Coffee Roasters. High Court. Pet June 26. Ord June 29. Exam Aug 9 at 11.30 at 34, Lincoln's inn fields
Lee, John, Harrow rd, Gent. High Court. Pet May 15. Ord June 26. Exam Aug 2 at 11 at 34, Lincoln's inn fields
Lowther, Thomas, Adwalton, Yorks, Plumber. Bradford. Pet June 30. Ord June 30. Exam July 21
Lumb, David Henry, Dewsbury, Yorks, Joiner. Dewsbury. Pet June 28. Ord June 28. Exam Aug 17
Meays, John, Wombwell, Pawnbroker. Barnsley. Pet June 25. Ord June 30. Exam July 22 at 11.30
Milligan, Joseph Nelson, Liverpool, Baker. Liverpool. Pet June 28. Ord June 28. Exam July 12 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Morgan, James, Swansea, no occupation. Swansea. Pet June 12. Ord June 29. Exam July 21
Morgan, M E, Swansea, Grocer. Swansea. Pet June 12. Ord June 29. Exam July 21
Morgan, Robert, Wolverhampton, Beerhouse Keeper. Wolverhampton. Pet June 28. Ord June 28. Exam July 20
Morrison, Joseph, Wolverhampton, Haberdasher. Wolverhampton. Pet June 29. Ord June 29. Exam July 20
Owen, Richard, Bethesda, Carnarvonshire, Bookbinder. Bangor. Pet June 28. Ord June 29. Exam Sept 2 at 11 at Court house, Bangor
Pate, William, Lavenham, Suffolk, Engineer. Colchester. Pet June 28. Ord June 28. Exam July 16 at 2 at Townhall, Colchester
Payne, James, Bewdley, Worcestershire, Maltster. Kidderminster. Pet May 26. Ord June 28. Exam July 12 at 3 at Townhall, Kidderminster
Phippen, Alexander Thomas, Bradford, Yorks, Grocer. Bradford. Pet June 28. Ord June 28. Exam July 21
Pierce, Evan, Portmadoc, Carnarvonshire, Master Mariner. Bangor. Pet May 21. Ord June 28. Exam Sept 2 at 11
Powter, Tom Walter, Askew rd, Shepherd's Bush, no occupation. High Court. Pet June 25. Ord June 26. Exam Aug 2 at 11.30 at 34, Lincoln's inn fields
Price, Albert, Brookhurst, Salop, Grocer. Shrewsbury. Pet June 29. Ord June 29. Exam Aug 16
Rudge, Samuel Holloway, Nottingham, Provision Dealer. Nottingham. Pet June 28. Ord June 28. Exam July 13
Sackville, John Walter, Salford, Lancashire, Calico Printer. Salford. Pet June 7. Ord June 30. Exam July 14 at 11
Salt, Ashton Trow, King's Norton, Worcestershire, Surgical Machinist. Birmingham. Pet June 28. Ord June 28. Exam July 27 at 2
Smith, Charlotte Emma, Bristol, Boot Dealer. Bristol. Pet June 29. Ord June 29. Exam July 23 at 12 at Guildhall, Bristol
Stemson, George Carter, Exeter, Tailor. Exeter. Pet June 28. Ord June 23. Exam July 15 at 11
Stephenson, Thomas, Sunderland, Builder. Sunderland. Pet June 30. Ord June 30. Exam July 15
Wainhouse, Samuel, and John Shackleton Wainhouse, Bradford, Commission Agents. Bradford. Pet June 28. Ord June 28. Exam July 21
Warren, John Turner, and Frederick Warren, Northampton, Shoe Manufacturers. Northampton. Pet June 30. Ord June 30. Exam Aug 10
Weston, George Henry, Bournemouth, Fruiterer. Poole. Pet June 23. Ord June 29. Exam Aug 25 at 12

FIRST MEETINGS.

Allin, William, Derby, Livery Stable Keeper. July 9 at 3. Official Receiver, St James's chmbrs, Derby
Ashby, William, St Albans, Hertfordshire, Builder. July 9 at 12. Messrs Blagg and Edwards, Solicitors, St Albans, Herts
Barker, James Perkins, Leicester, Accountant's Clerk. July 9 at 3. 28, Friar lane, Leicester
Barlow, Thomas, and Mary Barlow, Macclesfield, out of business. July 9 at 11. Official Receiver, 23, King Edward st, Macclesfield
Blundell, George Thomas, Emmett st, Limehouse, Engineer. July 12 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Briggs, John Shorrock, Over Darwen, Lancashire, Plumber. July 12 at 3. New Inn, Darwen
Brown, William, North Shields, Boot Dealer. July 12 at 10.30. Official Receiver, Pink lane, Newcastle on Tyne
Bryars, Frederick, Sheffield, Plumber. July 12 at 2.30. Official Receiver, Figtree lane, Sheffield
Canning, George, Newcastle on Tyne, Birmingham, Warehouseman. July 12 at 11. Official Receiver, Pink lane, Newcastle on Tyne
Chapman, John, Birmingham, Greengrocer. July 13 at 2. Luke Jesson Sharp, Official Receiver, Birmingham
Crispin, Frederick William, Hammersmith, Boatbuilder. July 14 at 2.30. 33, Carey st, Lincoln's inn fields
De Mattos, William Nicholas, Leadenhall st, Commission Merchant. July 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Firth, Josiah, Winsford, Cheshire, Salt Maker. July 10 at 4. Royal Hotel, Crewe
Follows, Thomas William, York, Ticket Writer. July 12 at 12. Official Receiver, York
Garrett, William, Hertford, Watchmaker. July 10 at 12. Dimsdale Arms Hotel, Hertford
Griffin, Thomas, Derby, Timber Merchant. July 9 at 12. Official Receiver, St James's chbrs, Derby
Guppy, John, North st, Wandsworth, Oilman. July 13 at 3. Official Receiver, 109, Victoria st, Westminster
Hey, John, Huddersfield, Florist. July 13 at 3. Messrs Haigh and Son, Solicitors, New st, Huddersfield
Isaacs, Nathaniel Samuel, Slough, Bucks, Pawnbroker. July 9 at 3. Official Receiver, 109, Victoria st, Westminster
Jones, William, Penybryn, Rhostryfan, Farmer. July 9 at 11.30. Royal Hotel, Carnarvon
Kidd, Alfred, Bradford, Painter. July 9 at 3. Official Receiver, 31, Manor row, Bradford
Knott, James, Gt Grimsby, Smackowner. July 21 at 1. Official Receiver, 3, Haven st, Gt Grimsby
Lawrence, Thomas John, West Harding st, Fleet st, Engraver. July 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Louden, Alexander Davidson, Bradwell rd, Mile End, Licensed Victualler. July 12 at 2.30. 33, Carey st, Lincoln's inn fields
MacEwan, Edward, Birmingham, Wood Dealer. July 15 at 2. Luke Jesson Sharp, Official Receiver, Birmingham
Morgan, James, Swansea, no occupation. July 13 at 11. 6, Rutland st, Swansea
Morgan, M. E., Swansea, Grocer. July 13 at 12. Official Receiver, 6, Rutland st, Swansea
Morgan, Robert, Wolverhampton, Beerhouse Keeper. July 12 at 10. Official Receiver, St. Peter's close, Wolverhampton
Morrison, Joseph, Wolverhampton, Haberdasher. July 13 at 12. Official Receiver, St Peter's close, Wolverhampton
Nixon, William, Walsall, Tailor. July 9 at 3.30. Official Receiver, Bridge st, Walsall
Payne, James, Bewdley, Worcestershire, Maltster. July 12 at 2.45. Miller and Corbett, Solicitors, Kidderminster
Phippen, Alexander Thomas, Bradford, Grocer. July 12 at 12. Official Receiver, 31, Manor row, Bradford
Riley, Alfred James, junr, Liverpool, Boot Dealer. July 13 at 3. Official Receiver, 35, Victoria st, Liverpool
Robinson, George William, West Smethwick, Staffs, out of business. July 12 at 10.45. Court House, Oldbury
Rooke, George, and George Ambrose Rooke, Evering rd, Stoke Newington, Importers of Fancy Goods. July 12 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Saxby, William, Vanston place, Walham Green, Window Blind Maker. July 15 at 11. 33, Carey st, Lincoln's inn fields
Scoley, Edward, Lincoln, Baker. July 13 at 12. Official Receiver, 2, St. Benedict's sq, Lincoln

Seefels, Otto, Barbican, Bag Maker. July 14 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Smith, Arthur William, Baker st, Enfield, Wine Merchant. July 13 at 11. 28 and 29, St. Swithin's lane, London
Smith, Edward, Bradford, Saddler. July 9 at 12. Official Receiver, 31, Manor row, Bradford
Stemson, George Carter, Exeter, Tailor. July 12 at 3. Castle of Exeter, at Exeter
Stringer, John Charles, Wincobank, nr Sheffield, Engineer. July 12 at 3.30. Official Receiver, Figtree lane, Sheffield
Sumner, Robert, Leyton, Essex, Draper. July 12 at 12. 33, Carey st, Lincoln's inn fields
Turner, Benjamin, Oldbury, Worcestershire, Clothier's Assistant. July 12 at 10.30. Court House, Oldbury
Uyterlimmege, Hubert Paul Vos, West Derby, Liverpool, Wine Merchant. July 13 at 2. Official Receiver, 35, Victoria st, Liverpool
Wainhouse, Samuel, and John Shackleton Wainhouse, Bradford, Commission Agents. July 9 at 11. Official Receiver, 31, Manor row, Bradford
Whiston, George Henry, Birmingham, Jewellers' Factor. July 15 at 11. Luke Jesson Sharp, Official Receiver, Birmingham

The following amended notice is substituted for that published in the London Gazette of June 11.

Kitchen, Edmund, Skelsmergh, nr Kendal, Farmer. July 10 at 3. Official Receiver, 37, Stramongate, Kendal

The following amended notice is substituted for that published in the London Gazette of June 22.

Thomas, M., Landore, nr Swansea, Grocer. July 10 at 11. 6, Rutland st, Swansea

ADJUDICATIONS.

Akers, John, Chorley, Lancashire, Bread Baker. Bolton. Pet June 25. Ord June 26
Balls, Charles Benjamin, Great Yarmouth, Bootowner. Great Yarmouth. Pet May 19. Ord June 30
Banks, James, Kingston upon Hull, Tailor. Kingston upon Hull. Pet June 15. Ord June 29
Bell, Alfred, and Peter Charles Simons, King's Lynn, Norfolk, Laundrymen. King's Lynn. Pet June 19. Ord June 30
Bensley, Charles, Northdelph, Norfolk, Carpenter. King's Lynn. Pet June 8. Ord June 30
Boughton, Emanuel, New Lenton, Nottingham, Grocer. Nottingham. Pet June 28. Ord June 30
Briggs, John Shorrock, Over Darwen, Lancashire, Plumber. Blackburn. Pet June 28. Ord June 30
Bush, Richard, Shellow Bowells, Essex, Farmer. Chelmsford. Pet June 10. Ord June 28
Clarke, George, Long Sutton, Lincolnshire, Farmer. King's Lynn. Pet June 8. Ord June 30
Coon, Joseph Samuel, Mile End rd, Baker. High Court. Pet June 21. Ord June 29
Dobson, Thomas Yeoman, Leyburn, Yorks, Plumber. Northallerton. Pet June 15. Ord June 30
Furnise, Charles Strong, Liverpool, Broker's Salesman. Liverpool. Pet May 22. Ord June 30
Gambrill, Thomas Boys, Petham, Kent, out of business. Canterbury. Pet May 18. Ord June 28
Guppy, John, North st, Wandsworth, Oilman. Wandsworth. Pet June 24. Ord June 28
Hannaford, J. H., Newton Abbot, Draper. Exeter. Pet June 7. Ord June 29
Harding, Thomas Ridout, Frensham, Surrey, Builder. Guildford and Godalming. Pet May 19. Ord June 26
Hayne, Robert, Braintree, Essex, Innkeeper. Chelmsford. Pet May 28. Ord June 28
Houldcroft, Rebecca, Liverpool, Milliner. Liverpool. Pet June 8. Ord June 30
James, James Underwood, Cheapside, Agent. High Court. Pet Feb 20. Ord June 25
Jenkins, Daniel, Llangeler, Carmarthenshire, Farmer. Carmarthen. Pet June 16. Ord June 28
King, Robert, residence unknown, Builder. High Court. Pet Apr 29. Ord June 25
Knott, James, Gt Grimsby, Smack Owner. Gt Grimsby. Pet June 29. Ord June 30
Lennox, Elizabeth, Carlisle, Widow. Carlisle. Pet June 10. Ord June 30
Londen, Alexander Davidson, Bradwell rd, Mile End, Licensed Victualler. High Court. Pet June 23. Ord June 25
Lowther, Thomas, Drighlington, Yorks, Plumber. Bradford. Pet June 30. Ord June 30
Lucas, J Moore, Cheapside, Auctioneer. High Court. Pet Mar 18. Ord June 26
Luke, Walter Smith, Itchen Ferry, Hampshire, Yacht Builder. Southampton. Pet June 24. Ord June 28
McIntosh, Donald, Cannon st, Merchant. High Court. Pet June 25. Ord June 29
Moat, Charles, Bridgwater, Baker. Bridgwater. Pet June 23. Ord June 28
Morgan, Robert, Wolverhampton, Beerhouse Keeper. Wolverhampton. Pet June 28. Ord June 29
Morrison, Joseph, Wolverhampton, Haberdasher. Wolverhampton. Pet June 29. Ord June 30
Payne, James, Bewdley, Worcestershire, Maltster. Kidderminster. Pet May 26. Ord June 28
Payne, John Christopher, and Frank White, East Retford, Nottinghamshire, Auctioneers. Lincoln. Pet May 31. Ord June 26
Pender, Robert, Eastwood, Nottinghamshire, Engineer. Derby. Pet June 9. Ord June 26
Ridge, James, Brighton, no occupation. Brighton. Pet May 7. Ord June 29
Roberts, George, Liverpool, Builder. Liverpool. Pet June 3. Ord June 28
Rooke, George, and George Ambrose Rooke, Evering rd, Stoke Newington, Importers of Fancy Goods. High Court. Pet June 2. Ord June 25
Rose, Abraham, Minories, Hat Manufacturer. High Court. Pet Apr 30. Ord June 29
Rudge, Samuel Holloway, Nottingham, Provision Dealer. Nottingham. Pet June 28. Ord June 30
Salmon, William Thomas, Bournemouth, Plumber. Poole. Pet June 10. Ord June 26
Salt, Ashton Trow, Birmingham, Surgical Machinist. Birmingham. Pet June 28. Ord June 29
Smith, Charlotte Emma, Bristol, Boot Dealer. Bristol. Pet June 29. Ord June 30
Storry, John, Leadenhall st Distiller. High Court. Pet May 3. Ord June 30
Terry, Grace, Soothill, Dewsbury, Rag Merchant. Dewsbury. Pet June 17. Ord June 28
Tingle, George William, Sheffield, Grocer. Sheffield. Pet June 9. Ord June 29
Trevanion, H. A., Stanford rd, South Kensington, Gent. High Court. Pet Mar 2. Ord June 30
Vincent, William King, Birmingham, Printer. Birmingham. Pet June 11. Ord June 29
Warren, John Turner, and Frederick Warren, Northampton, Shoe Manufacturers. Northampton. Pet June 30. Ord June 30
Wells, Thomas, and John Emery, Brentwood, Essex, Carmen. Chelmsford. Pet May 8. Ord June 28
Weston, George Henry, Bournemouth, Fruiterer. Poole. Pet June 23. Ord June 29
Williams, William, sen, Llanelian, nr Colwyn Bay, Farmer. Bangor. Pet May 24. Ord June 30

TUESDAY, July 6, 1886.

RECEIVING ORDERS.

Ball, William Thomas, Middlesborough, Provision Merchant. Stockton on Tees and Middlesborough. Pet June 30. Ord June 30. Exam July 14
Bamford, Thomas, Gloucester, Innkeeper. Gloucester. Pet July 3. Ord July 3. Exam Aug 17
Bates, James Frederick, Harpenden, Hertfordshire, Gent. St Albans. Pet July 1. Ord July 1. Exam July 30
Benson, William, Bubwith, Yorks, Grocer. Kingston upon Hull. Pet July 1. Ord July 1. Exam July 26 at 2 at Court house, Townhall, Hull
Bettany, Jesse, Leeds, no occupation. Leeds. Pet July 3. Ord July 3. Exam July 27 at 11
Bettridge, Joseph, Streatham terr, Eardley rd, Streatham, Hardware Factor. High Court. Pet June 30. Ord June 30. Exam Aug 4 at 12 at 34, Lincoln's inn fields
Bridgwater, Edmund Lambert Whele, West Bromwich, Chemist. Oldbury. Pet June 29. Ord June 29. Exam July 26 at 11
Clark, William, Glebe rd, Bromley, Builder. Croydon. Pet Mar 30. Ord July 2. Exam Aug 6
Crabb, Thomas, Elm pk, Brixton hill, Builder's Foreman. High Court. Pet July 2. Ord July 2. Exam Aug 4 at 12 at 34, Lincoln's inn fields
Farrer, Henry, Crosby Ravensworth, Westmoreland, Joiner Kendal. Pet July 1. Ord July 1. Exam July 24 at 2 at Court house, Townhall, Kendal
Fluck, Elizabeth, Stroud, Grocer. Gloucester. Pet July 1. Ord July 1. Exam Aug 17
George Howard and Co, Miles lane, Merchants. High Court. Pet June 17. Ord June 30. Exam Aug 13 at 11.30 at 34, Lincoln's inn fields
Golightly, John James, Liverpool, Furniture Manufacturer, Liverpool. Pet July 1. Ord July 3. Exam July 15 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Harris, Stephen George, Birmingham, Ironmonger. Birmingham. Pet July 3. Ord July 3. Exam Aug 4
Haskoll, William, Tredegar, Mon, Butcher. Tredegar. Pet July 3. Ord July 3. Exam July 23 at 2.30 at County Court Office, Tredegar
Higginbotham, Thomas, Manchester, Baker. Manchester. Pet June 11. Ord July 2. Exam July 21 at 1
Holmes, William, Stokenchurch, Oxfordshire, Painter. Aylesbury. Pet Apr 2. Ord July 3. Exam Aug 4 at 11.30 at County Hall, Aylesbury
Hornes, Robert, Bosbury, Herefordshire, Farmer. Worcester. Pet June 10. Ord July 2. Exam July 16 at 11.30
Hornes, William, Bosbury, Herefordshire, Farmer. Worcester. Pet June 10. Ord July 2. Exam July 16 at 11.30
Humble, James, Lanchester, Durham, Innkeeper. Durham. Pet July 3. Ord July 3. Exam July 27 at 2.30
Hunter, James, Liverpool, Bootmaker. Liverpool. Pet June 6. Ord July 2. Exam July 15 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Jones, John Thomas, Westwell, Kent, Master of Union Workhouse. Canterbury. Pet July 1. Ord July 1. Exam July 16
Kendrick, Samuel, Cardiff, Commission Agent. Cardiff. Pet July 1. Ord July 1. Exam Aug 10 at 2
Marks, Christopher Beaven, Bankside, Surrey, Clerk. High Court. Pet May 17. Ord July 2. Exam Aug 9 at 11.30 at 34, Lincoln's inn fields
Milner, Henry, Beverley, Yorks, Grocer. Kingston upon Hull. Pet July 1. Ord July 2. Exam July 26 at 2 at Court house, Townhall, Hull
Milnes, Benjamin, Batley, Woollen Manufacturer. Dewsbury. Pet July 1. Ord July 1. Exam Aug 17
Mosby, Thomas, New Wombwell, Deputy at a Colliery. Barnsley. Pet June 30. Ord July 1. Exam July 22 at 11.30
Nicholls, Jonathan, Chapel st, Park lane, Butler. High Court. Pet July 3. Ord July 3. Exam Aug 9 at 11.30 at 34, Lincoln's inn fields
O'Neill, George, address unknown, out of business. High Court. Pet Apr 21. Ord June 25. Exam Aug 9 at 11.30 at 34, Lincoln's inn fields
Paley, William Henry, Leeds, Boot Dealer. Leeds. Pet July 1. Ord July 1. Exam July 27 at 11
Parkes, Noah, jun, Oldbury, Publican. Oldbury. Pet June 29. Ord June 29. Exam July 26 at 11
Randall, Charles, Kendal, Westmorland, Commercial Traveller. Kendal. Pet July 3. Ord July 3. Exam July 24 at 2 at Court house, Townhall, Kendal
Richards, George William, Colchester, Confectioner. Colchester. Pet June 29. Ord July 1. Exam July 16 at 2.30
Romney Eliza Jane, Gt Malvern, Widow. Worcester. Pet July 3. Ord July 3. Exam July 17 at 11.30
Rose, Alfred, Dale pk, Thornton heath, Builder. Croydon. Pet June 7. Ord July 2. Exam Aug 6
Rubens, Louis, Newnham st, Goodman's fields, Dealer in Tobacconist's Goods. High Court. Pet June 28. Ord June 28. Exam Aug 3 at 11.30 at 34, Lincoln's inn fields
Sharpe, Hugh, Newcastle under Lyme, Higgler. Hanley, Burslem, and Tunstall. Pet July 2. Ord July 2. Exam July 23 at 11 at Townhall, Hanley
Shrubsall, James Morland, Margate, Fishmonger. Canterbury. Pet July 2. Ord July 2. Exam July 16
Simpson, Thomas, Buckpool, nr Brierley hill, Staffordshire, Licensed Victualler. Steurbridge. Pet June 29. Ord June 29. Exam July 21 at 12.30
Sims, Reuben, and Simeon Sims, Preston, Engineers. Preston. Pet July 1. Ord July 1. Exam July 23
Smith, Louis Richard, and William Knott, Lyte st, Cambridge rd, Hackney, Boot Manufacturers. High Court. Pet June 12. Ord July 1. Exam Aug 3 at 11.30 at 34, Lincoln's inn fields
Tilley, Edwin Daniel, Market Harborough, Leicestershire, Painter. Leicester. Pet July 1. Ord July 1. Exam Aug 18 at 10
Walker, John Charles, Ashton on Mersey, Grocer. Manchester. Pet July 3. Ord July 3. Exam July 21 at 1
Wehner, Carl, and Henry William Roe, Manchester, Merchants. Manchester. Pet May 29. Ord July 1. Exam July 21 at 1

FIRST MEETINGS.

Babbs, Samuel, Round's green, nr Oldbury, Edge Tool Cutler. July 19 at 10.30. Court house, Oldbury
Bates, James Frederick, Harpenden, Herts, Gent. July 15 at 12. Messrs. Ewen and Roberts, Solicitors, 42, Outer Temple, Strand
Beville, Frederick, and Hannah Richardson, Aldermanbury Postern, Underclothing Manufacturers. July 15 at 2.30. 33, Carey st, Lincoln's inn
Benson, William, Bubwith, Yorks, Grocer. July 15 at 12. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Brake, William Amos, Wynford rd, Pentonville, Cabinet Maker. July 14 at 12. 33, Carey st, Lincoln's inn
Brindley, Richard, Beckenham, Kent, Commercial Traveller. July 15 at 3. Official Receiver, 109, Victoria st, Westminster
Darken, James, Thorpe St Andrew, Norfolk, Music Seller. July 19 at 11.30. Auction Mart, Tokenhouse yd
Davies, John, Llanrhaiadr yn Mochnant, Montgomeryshire, Farmer. July 14 at 1. Official Receiver, Llanidloes
Evans, Thomas, jun, Liverpool, Coach Builder. July 14 at 2. Official Receiver, 35, Victoria st, Liverpool

Fluck, Elizabeth, Stroud, Grocer. July 15 at 2.30. George Railway Hotel, Bristol
Hallett, Thomas, and Nathaniel Hallett, Pembury, Kent, Farmers. July 13 at 2.30. Spencer and Reeve, Camden rd, Tunbridge Wells
Harris, Ezra Edmund, and Felix Goodwin, Leadenhall st, General Merchants. July 23 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Hastings, George, Knapton, Norfolk, Plumber. July 17 at 12. Official Receiver, 8, King st, Norwich
Higginbotham, Thomas, Manchester, Baker. July 16 at 11.30. Official Receiver, Ogden's chmbrs, Bridge st, Manchester
Hodson, John, Birmingham, Chandelier Manufacturer. July 19 at 2. Official Receiver, Birmingham
Homes, Robert, Bosbury, Herefordshire, Farmer. July 16 at 11. Official Receiver, Worcester
Homes, William, Bosbury, Herefordshire, Farmer. July 16 at 10.30. Official Receiver, Worcester
Hoskins, William Henry, Nottingham, Publican. July 14 at 12. Official Receiver, 1 High pavement, Nottingham
Israel, Israel, Edgware rd, Clothier. July 14 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Jones, Eliezer, Bethesda, Carnarvonshire, Painter. July 13 at 2.30. Official Receiver, Crypt chmbrs, Chester
Kneen, Thomas, Liverpool, Confectioner. July 14 at 3. Official Receiver, 35, Victoria st, Liverpool
Lowther, Thomas, Drighlington, Yorks, Plumber. July 13 at 11. Official Receiver, 31, Manor row, Bradford
Milner, Henry, Beverley, Yorks, Grocer. July 15 at 11. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane, Hull
Owen, Richard, Bethesda, Carnarvonshire, Bookbinder. July 15 at 2.30. Official Receiver, Crypt chmbrs, Chester
Pate, William, Lavenham, Suffolk, Engineer. July 15 at 2. Rose and Crown Hotel, Sudbury, Suffolk
Romney, Eliza Jane, Guariford, Worcestershire, Widow. July 17 at 11. Official Receiver, Worcester
Rudge, Samuel Holloway, Nottingham, Provision Dealer. July 14 at 3. Official Receiver, 1, High pavement, Nottingham
Sackville, John Walter, Salford, Lancashire, Calico Printer. July 14 at 11.30. Court house, Encombe pl, Salford
Salt, Ashton Trow, King's Norton, Worcestershire, Surgical Machinist. July 20 at 11. Official Receiver, Birmingham
Sharpe, Hugh, Newcastle under Lyme, Higgler. July 16 at 2.30. Official Receiver, Newcastle under Lyme
Simpson, Thomas, Buckpool, nr Brierley Hill, Staffordshire, Licensed Victualler. July 21 at 12.15. C. Herbert Collis, Solicitor, Stourbridge
Sims, Reuben, and Simeon Sims, Preston, Agricultural Engineers. July 15 at 3. Official Receiver, 14, Chapel st, Preston
Smith, Charlotte Emma, Bristol, Boot Dealer. July 13 at 12.30. Official Receiver, Bank chmbrs, Bristol
Storey, George, Knostrop, Yorks, Perambulator Manufacturer. July 14 at 11. St Andrew's chmbrs, 22, Park row, Leeds
Tilley, Edwin Daniel, Market Harborough, Painter. July 15 at 12.30. 28, Friar lane, Leicester
Walker, John Charles, Sale, Cheshire, Grocer. July 16 at 3. Ogden's chmbrs, Bridge st, Manchester
Weston, George Henry, Bournemouth, Fruiterer. July 13 at 12.30. Criterion Hotel, Bournemouth

The following amended notice is substituted for that published in the London Gazette of June 29.

Bennetto, James, Brynhyfryd, nr Swansea, Tailor. July 14 at 11. Official Receiver, 6, Rutland st, Swansea

ADJUDICATIONS.

Aves, Edward Leopold, Greenwich, Late Provision Merchant. Greenwich. Pet Mar 9. Ord July 1
Babbs, Samuel, Rounds Green, Oldbury, Edge Tool Cutler. Oldbury. Pet June 28. Ord July 2
Ball, William Thomas, Middlesborough, Provision Merchant. Stockton on Tees and Middlesboro 1gh. Pet June 30. Ord July 2
Bamford, Thomas, Gloucester, Innkeeper. Gloucester. Pet July 3. Ord July 3
Barlow, Thomas, and Mary Barlow, Macclesfield. Macclesfield. Pet June 26. Ord July 2
Barwick, Thomas, Brunswick terr, Camberwell rd, Livery Stable Keeper. High Court. Pet June 24. Ord July 3
Bawden, Cornelius, Bygrove st, Poplar, Builder. High Court. Pet May 11. Ord July 2
Beckett, William Cole, Green lanes, Stoke Newington, Bootmaker. Edmonton. Pet June 8. Ord July 1
Beeson, George, Mill lane, Tooley st, Potato Salesman. High Court. Pet May 24. June 30
Brennan, Edward, Egremont, no occupation. Birkenhead. Pet May 10. Ord July 2
Campbell, Colin, and Alfred Rome, Birmingham, Wire Drawers. Birmingham. Pet June 29. Ord July 2
Clifton, Alfred, Birmingham, Boot Dealer. Birmingham. Pet June 4. Ord July 1
Crabb, Thomas, Elm pk, Brixton hill, Builder's Foreman. High Court. Pet July 2. Ord July 3
Duncum, Henry Denison, and Alfred Rutland, Gt Castle st, Cavendish sq, Ostrich Feather Makers. High Court. Pet May 11. Ord July 2
Evans, Charles, West st, Cambridge Heath, Mineral Water Maker. High Court. Pet June 7. Ord July 3
Follows, Thomas William, York, Ticket Writer. York. Pet June 29. Ord June 30
Gardner, Henry, Egremont, Cheshire, Lead Pipe Manufacturer. Liverpool. Pet June 12. Ord July 3
Gardner, William Watkins, Gloucester, Haulier. Gloucester. Pet June 23. Ord July 1
Garrett, William, Hertford, Watchmaker. Hertford. Pet June 28. Ord July 3
Golightly, John James, Liverpool, Furniture Manufacturer. Liverpool. Pet July 1. Ord July 3
Gorsuch, Thomas, residence unknown, Retired Farmer. High Court. Pet May 5. Ord July 1
Hitchings, Henry, Pembroke, Saddler. Pembroke Dock. Pet June 30. Ord July 2
Kendrick, Samuel, Cardiff, Commission Agent. Cardiff. Pet July 1. Ord July 1
Kidd, Alfred, Frizinghall, Bradford, Painter. Bradford. Pet June 28. Ord July 1
Kimpton, Frances, High Holborn, Medical Bookseller. High Court. Pet May 6. Ord July 1
Nicholls, Jonathan, Chapel st, Park lane, Butler. High Court. Pet July 3. Ord July 3
Phillips, John, Neath, Glamorganshire, Coachbuilder. Neath. Pet June 18. Ord July 3
Ramsay, George Graham, address unknown. High Court. Pet May 4. Ord July 1
Robinson, George William, Wolverhampton, out of business. Oldbury. Pet June 18. Ord July 2
Rubens, Louis, Newnham st, Goodman's fields, Dealer in Tobacconists' Goods. High Court. Pet June 28. Ord July 1
Saunders, Benjamin Eleazer, Birmingham, Brassfounder. Birmingham. Pet June 21. Ord July 2
Sharpe, Hugh, Newcastle under Lyme, Higgler. Hanley, Burslem, and Tunstall. Pet July 2. Ord July 2
Simpson, Thomas, Buckpool, nr Brierley Hill, Staffs, Licensed Victualler. Stourbridge. Pet June 29. Ord June 30
Smith, Louis Richard, and William Knott, Lyte st, Cambridge rd, Hackney, Boot Manufacturers. High Court. Pet June 12. Ord July 3
Sutton, Benjamin, Little Plumstead, Norfolk, Butcher. Norwich. Pet June 15. Ord July 2
Tomlins, Alfred, High st, Wandsworth, Builder. Wandsworth. Pet Feb 5. Ord July 2
Warren, Frank, Rye, Sussex, Bootmaker. Hastings. Pet June 15. Ord June 15
Winby, F. Charles, Bridge st, Westminster, Civil Engineer. High Court. Pet June 22. Ord July 2

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